

**AGENDA**

6:30 p.m. Wednesday, June 21, 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 June 7, 2017.

- P-1 Proclamation in recognition of Pierce Burgin for his Loyal Service to all Veterans. Previously Presented (Chila).
- P-2 Proclamation in recognition of Da'Shayla Clement for her perfect attendance from Kindergarten through 12th Grade in the Deptford School District. Previously Presented (Chila)
- P-3 Proclamation in recognizing Honor Flight of Southern New Jersey on its 10<sup>th</sup> "Flight" 2007-2017. Previously Presented (Simmons)

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.**

- CHILD ADVOCACY CENTER DEVELOPMENT GRANT - \$140,000.00 - This grant will provide funds to supplement the Child Advocacy Center grant previously awarded. It will be used for technology updates, furnishing of the center and training.
- SFY2017 SOCIAL SERVICES FOR THE HOMELESS-TANF MODIFICATION - \$34,680.00 - This funding will provide shelter, emergency food, prevention, case management and 24 hour response to homeless and at risk of homelessness and low income residents that are eligible for Temporary Assistance to Needy Families (TANF) but not receiving TANF. This modification is to continue funding for an additional six months. Future funding will be on a calendar year basis.
- SFY2017 SOCIAL SERVICES FOR THE HOMELESS-SSBG MODIFICATION - \$25,288.00 - This funding will provide shelter, emergency food, prevention, case management and 24 hour response to homeless and at risk of homelessness and low income residents that are eligible for Social Services Block Grant (SSBG) assistance. This modification is to continue funding for an additional six months. Future funding will be on a calendar year basis.
- SFY2017 SOCIAL SERVICES FOR THE HOMELESS-STATE MODIFICATION - \$141,072.00 - This funding will provide shelter, emergency food, prevention, case management and 24 hour response to homeless and at risk of homelessness and low income residents that are eligible for general assistance. This modification is to continue funding for an additional six months. Future funding will be on a calendar year basis.
- SENIOR FARMERS MARKET NUTRITION PROGRAM - \$1,500.00 - These funds will enable the Division of Senior Services to continue to provide farm market vouchers to low income seniors residing in Gloucester County.
- PREVENTION SERVICES - \$300,000.00 - This grant will provide funding for emergency food, prevention, case management and family preservation services to at-risk residents of Gloucester County.
- SPECIAL CHILD HEALTH CASE MANAGEMENT - \$175,182.00 - This grant provides case management for children from birth to 21 who have health and developmental needs. The monies have been earmarked for personnel costs, general office supplies and education.
- PEER GROUPING - \$46,380.00 - This grant provides care management and supportive services such as personal care/homemaker assistance and adult medical day care to Gloucester County elderly suffering from dementia related illnesses to forestall nursing home placement.

- LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS - \$280,803.00 - This grant will provide funding to enhance the County's capabilities as an emergency ready public health department by upgrading, integrating and evaluating local public health jurisdictions preparedness and responses.
- EAST HOLLY AVENUE (CR624) RESURFACING AND SAFETY IMPROVEMENTS FROM BROADWAY TO DELSEA DRIVE IN PITMAN - \$11,764.00 - This federal aid funding modification will be used for the resurfacing and safety improvements to Holly Avenue (CR624) from Broadway (CR553A) to Delsea Drive in Pitman.
- WORKFIRST NEW JERSEY - \$1,542,914.00 - The purpose of the Work First New Jersey program is to provide workforce readiness training to residents who are currently receiving public assistance.

**A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE, 2017.**

The Treasurer of Gloucester County submits the bill list for June for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list.

**A-3 RESOLUTION AUTHORIZING A SPLIT CONTRACT WITH DECOTIIS, FITZPATRICK & COLE, LLP IN AN AMOUNT NOT TO EXCEED \$100,000.00 AND CHANCE & MCCANN, LLC, IN AN AMOUNT NOT TO EXCEED \$50,000.00 FROM JUNE 12, 2017 TO JUNE 11, 2018.**

This Resolution authorizes the execution of a professional services contract with DeCotiis, Fitzpatrick & Cole, LLP, with offices at Glenpointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, in an amount not to exceed \$100,000.00, and Chance & McCann, LLP, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ 08098, in an amount not to exceed \$50,000.00, from June 12, 2017 to June 11, 2018 for the provision of Tax Attorney services for Large Scale and Complex Facilities in the County of Gloucester, as per RFP-17-020. The County requested proposals from attorneys or law firms licensed to practice law in the State of New Jersey relative to the provision of Tax Attorney services for real property tax appeals before the New Jersey Courts. Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the PILOT program. This contract is for specialized expertise regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties.

**A-4 RESOLUTION APPROVING REAPPOINTMENTS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND VOCATIONAL SCHOOL DISTRICT.**

This Resolution will authorize the reappointments of Marlene McConnell and Anthony Wilcox to the Board of Education of the Special Services School District and the Vocational School District for three-year terms each, from July 1, 2017 to June 30, 2020.

**A-5 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.**

The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources policies have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. The Human Resources Department is requesting this resolution to approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6)

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2017 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2017 TO JUNE 30, 2018.**

This Resolution is authorizing the application for the FY 2017 Emergency Management Assistance Agency Grant in the total amount of \$110,000.00, which includes \$55,000.00 in grant funds and a \$55,000.00 county in-kind match.

**B-2 RESOLUTION AUTHORIZING THE APPLICATION FOR THE 2017 NEW JERSEY PORT SECURITY GRANT PROGRAM FOR \$203,475.00, WHICH INCLUDES AN IN-KIND MATCH OF \$50,869.00, FOR A TOTAL AMOUNT OF \$254,344.00, FOR THE PURCHASE OF TWINSTAR COUPLERS FOR THE NEPTUNE EQUIPMENT**

The County is seeking grant funds to purchase Twinstar Quick Connect Couplers and Adapters for use with the County's Neptune Task Force's High-volume Foam / water delivery system. The current couplers are labor intensive Victaulic two (2) piece couplings requiring a minimum of three (3) personnel in making each connection, generally taking 10 - 15 minutes per connection. With this investment, set up time will take less than 3 minutes per connection; critical in having the ability to supply foam in the event of a large scale petrochemical flammable liquid fire or maritime vessel fire in the shipping channel or docked at one of the ports in the sector.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES TO DECREASE THE AMOUNT FOR THE STATE FISCAL YEAR BY \$10,000.00.**

On November 22, 2016, the County of Gloucester authorized a contract accepting \$4,229,053.00 from the New Jersey Department of Labor and Workforce Development for employment and training services from July 1, 2016 to June 30, 2017. The County of Gloucester received a Notice of Obligation, dated May 24, 2017, from the Commissioner of the New Jersey Office of Labor and Workforce Development to reduce the Workforce Development Area funding authority for Work First New Jersey for State Fiscal Year 2017, in the amount of \$10,000.00, resulting in a new total contract amount of \$4,219,053.00.

**C-2 RESOLUTION AUTHORIZING ADOPTION OF A REVISED POLICIES AND PROCEDURES MANUAL FOR THE GLOUCESTER COUNTY OWNER OCCUPIED REHABILITATION PROGRAM.**

This Resolution authorizes adoption of a revised Policies and Procedures Manual for the Gloucester County Owner Occupied Rehabilitation Program, pursuant 24 CFR 570 for compliance with HUD regulations and financial management of grant funds.

Necessary revisions are being made to the manual to update eligibility requirements, general project standards, grievance procedures, improve program design and delineate roles and responsibilities of the County, the homeowner, and the contractor.

**C-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN AN AMOUNT NOT TO EXCEED \$1,534,155.00.**

This Resolution authorizes a contract with South State, Inc. in an amount not to exceed \$1,534,155.00 for Engineering Project #16-01 entitled "Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/Mantua Boulevard (C.R.632) in the Township of Mantua". The project will consist of the milling and paving of Main Street (C.R. 553A), and Mantua Boulevard/Wenonah Avenue (C.R. 676) as well as intersection safety improvements, signalization upgrades and drainage improvements. CAF #17-05257 has been obtained to certify funds. This project is 100% State Aid Funded.

**C-4 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE WITH FEDERICI & AKIN, P.A. IN THE AMOUNT OF \$1,641.25.**

This Resolution will authorize an amendment to the contract entered into on March 16, 2016 with Federici & Akin, P.A. to increase the contract by \$1,641.25 for final design services relative to Engineering Project #16-01 entitled "Resurfacing of Main Street (C.R. 553Alt) between Bridgeton Pike (State Route 45) and New York Avenue in Mantua Township", as RFP-016-021.

**C-5 RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., FRENCH & PARRELLO ASSOCIATES, AND PENNONI ASSOCIATES FROM JUNE 11, 2017 TO JUNE 10, 2018 IN AN AMOUNT NOT TO EXCEED \$30,000.00 EACH.**

This Resolution will authorize the award of contracts to (1) Craig Testing Laboratories, Inc., (2) French & Parrello Associates and (3) Pennoni Associates for Countywide material testing and inspection of concrete, asphalt and soil as per RFP-17-019, from June 11, 2017 to June 10, 2018 in an amount not to exceed \$30,000.00 per contract.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION****FREEHOLDER DIMARCO  
FREEHOLDER CHILA****E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY TIMOTHY DOYLE AND MICHELLE DOYLE, FOR \$503,440.00.**

This Resolution authorizes the purchase of the development rights on properties in the Borough of Clayton, known as Block 1902, Lots 8, 9, and 10, consisting of 43.40, acres, owned by Timothy Doyle and Michelle Doyle, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a certified value of \$11,600.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,100.00 for Steven Bartelt, MIA and \$3,000 for The Hanson Organization. This property is in close proximity to more than 150 acres of previously preserved farmland and open space. CAF# 17-04706 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES****FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO****F-1 RESOLUTION EXTENDING THE CONTRACT WITH TRACK GROUP, FROM JULY 8, 2017 TO JULY 7, 2019.**

This Resolution extends the Contract with Track Group, 1215 Lakeview Court, Romeoville, IL 60446, for the provision of an active GPS Tracking Home Electronic Detention System. Contract was originally awarded under PD-015-023 and entered into on July 8, 2015 at no cost to the County. This Resolution exercises the County's two (2) year extension option from July 8, 2017 to July 7, 2019.

**F-2 RESOLUTION AUTHORIZING A CONTRACT WITH UNION ROOFING CONTRACTORS, INC. FOR \$189,790.00.**

This Resolution awards a negotiated contract with Union Roofing Contractors, Inc. for the supplying and deliver of all labor and material for the roof replacement at 5 Points Plaza. At bid opening on May 19, 2017, it was determined all bids received were over-budget; necessitating a negotiated agreement with Contractor for services described in specification PD-017-031, for \$189,790.00.

**F-3 RESOLUTION AUTHORIZING THE PURCHASE OF WATCH GUARD 4RE & VISTA RELATED HARDWARE, SOFTWARE AND WG TECHNICAL SERVICES FROM ADVANCED ELECTRONICS DESIGN DBA-PATROL PC THROUGH STATE CONTRACT FOR \$57,323.00.**

This Resolution will authorize the purchase of Watch guard 4RE & Vista related Hardware, Software and WG technical Services for \$57,323.00 from Advances Electronics Designs DBA-Patrol PC, 344 John Dietsch Blvd., North Attleboro, MA 02763 through State Contract #A81300, for use by the Sherriff's Department. CAF #17-05161 was obtained to certify the availability of funds.

**F-4 RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES COPS HIRING PROGRAM GRANT (CHP) TO HIRE SEVEN SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,663,366.00, INCLUDING A LOCAL MATCH OF \$788,366.00, FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2020.**

This Resolution authorizes an application to the U.S. Department of Justice, Office of Community Oriented Policing Services for the COPS Hiring Program Grant (CHP) in order to hire seven Sheriff's officers. The total grant amount is \$1,663,366.00, including a local match by the County of \$788,366.00 (federal share - \$875,000.00), for the period October 1, 2017 to September 30, 2020. The Office of Community Oriented Policing Services is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by law enforcement agencies through information and grant resources.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES****FREEHOLDER JEFFERSON  
FREEHOLDER BARNES****G-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2017 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$46,380.00**

This Resolution authorizes the execution of a contract with the Gloucester County Improvement Authority (GCIA), as the owner/operator of the Shady Lane Nursing Home, for the County to administer certain care management support services to the elderly, from January 1, 2017 to December 31, 2017 in the amount not to exceed \$46,380.00. Through this contract the County Department of Health and Human Services, will, through PEER Grouping Contracts with subcontractors, administer the provision of in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses.

**G-2 RESOLUTION AUTHORIZING AN APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR THE 2017 WIC HEALTH SERVICES GRANT FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2018 FOR \$801,987.00**

This Resolution authorizes the County, through its Department of Health, and Human Services, to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Services Grant, which provides funding for nutrition education and vouchers redeemable for nutritious food for lactating women and for infants and children in Gloucester County. The amount of the grant is \$801,987.00 for the period October 1, 2017 to September 30, 2018.

**G-3 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH ROBINS' NEST, INC. TO INCREASE THE CONTRACT BY \$250.00 FROM JANUARY 1, 2017 TO DECEMBER 31, 2017**

By Resolution adopted January 21, 2015, a contract was authorized between the County and Robins' Nest, Inc. for services relative to the Stationhouse Adjustment and JCC/ISC Division-Second Chance Restorative Justice Program ("Program") to provide family-focused assessment and services as set forth in RFP-014-045-YSC-02, for \$42,240.00 per year from January 1, 2015 to December 31, 2019. Additional funding has now been awarded from the "2017 Second Chance-Restorative Justice Program", resulting in a need to increase the contract by \$250.00 for a total amount of \$42,490.00 for the period January 1, 2017 to December 31, 2017.

**G-4 RESOLUTION AUTHORIZING CONTRACT MODIFICATION IN REGARD TO THE SFY 2017 SOCIAL SERVICES HOMELESS GRANT TO INCREASE FUNDING IN AN AMOUNT NOT TO EXCEED \$201,039.00 FOR GRANT PERIOD JULY 1, 2017 TO DECEMBER 31, 2017.**

This Resolution will authorize the application and acceptance of contract modification #2 from the NJ Department of Human Services to increase funding in an amount not to exceed \$201,039.00 from the SFY 2017 Social Services Homeless Grant and revise the grant term to December 31, 2017. The increased grant funds will be used to provide services to resident who are homeless or at-risk of homelessness and are ineligible for Work First New Jersey (GA) General Assistance, Temporary Assistance for Needy Families (TANF) or Social Security Income (SSI) Emergency Assistance. The original grant was adopted by Resolution on July 6, 2016 for \$473,078.00 for the period July 1, 2016 to June 30, 2017. The increase of \$201,039.00 will result in a total grant amount of \$674,117.00 from July 1, 2017 to December 31, 2017.

**G-5 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 Resolution authorizes the execution for any documents necessary to apply for the Prevention Services Grant through the NJ Department of Children and Families, Division of Families and Partnerships for \$300,000.00, from July 1, 2017 to June 30, 2018. The purpose of the grant is to provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible families of Gloucester County.

Old Business

New Business

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

Adjournment

**MINUTES**

6:30 p.m. Wednesday, June 7, 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: one change to the contract term of agenda item F5. The new term is May 19, 2017 to May 18, 2019 (corrected).

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

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

Comments: N/A

- 50564 Proclamation recognizing Food Allergy Awareness week (May 15-19, 2017) (was presented) (Jefferson)
- 50565 Certification recognizing Heer Singh as the winner of the 2017 Healthy Choices Campaign. (was presented) (Jefferson)  
Best of Gloucester County Proclamations (previously presented) (Simmons)
- 50566 Proclamation recognizing May 2017 as Older Americans Month (previously presented) (Jefferson)
- 50567 Proclamation proclaiming the week of May 14-20, 2017 as National Prevention Week (previously presented) (Jefferson)
- 50568 Proclamation honoring Theresa Concordia's 100th Birthday on June 13, 2017 (previously presented) (Jefferson)
- 50569 Proclamation recognizing McGuinness Funeral Home in Washington Township on its 25th year in business 1992-2017 (previously presented) (Simmons)
- 50570 Proclamation in appreciation for your service to our country to Specialist 4 Adam R. Shakespeare (previously presented) (Chila)
- 50571 Proclamation in appreciation for your service to our country to Private First Class Michael V. Archey, Jr. (previously presented) (Chila)
- 50572 Proclamation in appreciation for your service to our county to Staff Sergeant Stardust Santiago (previously presented) (Chila)
- 50573 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)

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

**50574 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**50575 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.**

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

Comments: N/A

**50576 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.**

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

Comments: N/A

**50577 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.**

	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**

**50578 RESOLUTION AUTHORIZING A REVISED MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS.**

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

Comments: N/A

**50579 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO BRIDGES COACHES, INC. DBA TAYLOR MADE AMBULANCES, FOR \$309,592.00.**

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

Comments: N/A

**50580 RESOLUTION AUTHORIZING THE PURCHASE OF SEVEN PANASONIC CF-54 TOUGHBOOKS, SEVEN CF-54 1200 WATT POWER SUPPLIES AND ONE PANASONIC CF-20 TOUGHBOOK FROM WIRELESS C & E, INC., FOR \$21,610.48**

	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**

**50581 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 WITH NJ DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$69,000.00.**

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

Comments: N/A

**50582 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #05-FINAL WITH JPC GROUP, INC.**

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

Comments: N/A

**50583 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC.**

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

Comments: N/A

**50584 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2017 KUBOTA TRACTORS FROM CHERRY VALLEY TRACTOR SALES FOR A TOTAL AMOUNT OF \$35,504.00.**

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

Comments: N/A

**50585 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.**

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

Comments: N/A

**50586 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.**

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

Comments: N/A

**50587 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.**

	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**

**50588 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRAILER WITH PUMP OFF SYSTEM FROM PEMBERTON FABRICATORS, INC., FOR \$19,850.00**

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

Comments: N/A

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**50589 RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED, FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$41,164.88.**

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

Comments: N/A

**50590 RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED, FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$46,504.55.**

	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**

**50591 RESOLUTION AUTHORIZING AN AMENDMENT OF CONTRACT TO REFLECT CHANGE OF COMPANY NAME.**

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

Comments: N/A

**50592 RESOLUTION AUTHORIZING AMENDMENT TO THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA 37-15) GRANT, TO INCREASE THE IN-KIND MATCH BY \$6,396.00.**

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

Comments: N/A

**50593 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.**

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

Comments: N/A

**50594 RESOLUTION AUTHORIZING A CONTRACT WITH DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC FOR \$32,500.00.**

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

Comments: N/A

**50595 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.**

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

Comments: N/A

**50596 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.**

	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**

**50597 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.**

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

Comments: N/A

**50598 RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC.**

	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: Lorraine Becket from Mantua Township spoke about her dissatisfaction with the bad reputation the Animal Shelter receives throughout the state and how disappointed she was in how one of the GCAS employees spoke with an acquaintance.

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: 7:00 pm

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of  
Pierce Burgin

For Your Loyal Service To All Veterans

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize Pierce Burgin for his loyal services to the AMVETS Post #77 mission to improve the quality of life for all Veterans and their Families; and

WHEREAS, Pierce is a senior at Clearview High School and a three sport varsity athlete. Pierce participates in the AMVETS Americanism Program and has written award winning essays the last four years. Upon graduation he will attend the United States Naval Academy in Annapolis, MD; and

WHEREAS, Pierce created, implemented, and continues to expand the "Red, White and Blue Jeans for Veterans," fundraising program that encourages teachers and students from 17 Gloucester and Salem County schools to wear Red, White and Blue Jeans on Veterans Day in exchange for a \$5 donation. For the last five years, Red, White and Blue Jeans for Veterans has collected an astonishing \$33,000 in donations that help fund hospitalized heroes' recreation programs, including a bowling program serving the physically limited veterans; and

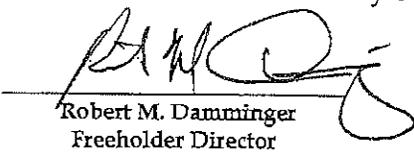
WHEREAS, Pierce is Captain of the "Run, Ranger, Run," team, leading his military-civilian team to run and swim 565 miles each February raising \$4,600 for transitioning military; and

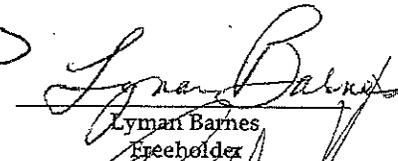
WHEREAS, Pierce aspires to be a future US Navy Officer and Engineer by which he hopes to serve our Nation's humanitarian role in global society. Through his leadership and many achievements in service to our nation's honored veterans, Pierce serves as a inspiration to us all; and

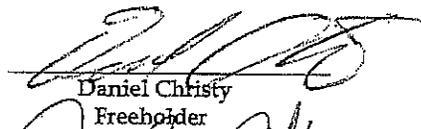
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Pierce Burgin for his loyal service to all Veterans.

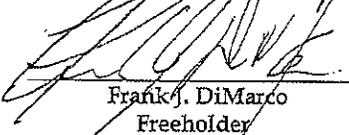
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20<sup>th</sup> day of May, 2017.

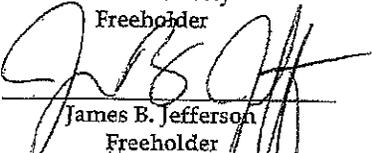
  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

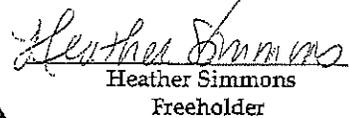
  
Robert M. Damminger  
Freeholder Director

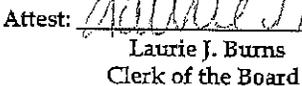
  
Lyman Barnes  
Freeholder

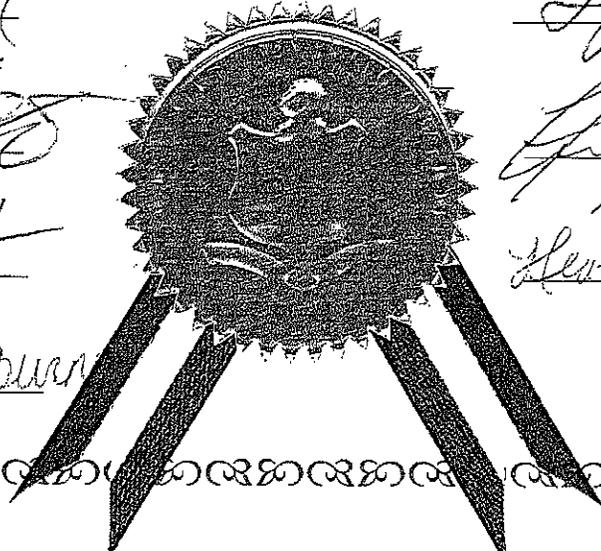
  
Daniel Christy  
Freeholder

  
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  
**Da'Shayla Clement**

For Perfect School Attendance ~ Kindergarten - 12<sup>th</sup> Grade  
Deptford Township School District

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Da'Shayla Clement for perfect attendance from Kindergarten through 12<sup>th</sup> grade, Deptford Township School District; and

WHEREAS, Da'Shayla was born on July 19, 1999 at Underwood Memorial Hospital in Woodbury, New Jersey. She is the oldest child of Tara Green of Deptford, New Jersey; and

WHEREAS, with not only perfect attendance since kindergarten, Da'Shayla has been an AVID scholar since her sophomore year with advanced classes and college preparatory classes. She has maintained Honor Roll Status along with being a Varsity Cheerleader all four years, Cheer Captain her Senior year, Varsity Track her Freshmen year and has earned Varsity letters and a Senior jacket for these sports; and

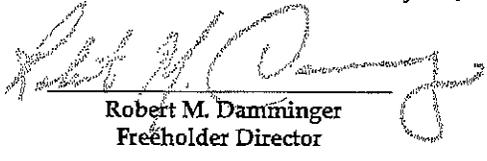
WHEREAS, in her time away from school Da'Shayla is a junior volunteer at the Kennedy Hospital in Sewell, in the Labor and Delivery Department. Every Sunday she is a nursery school teacher at her church, Spoken Word Evangelistic Church in Woodbury Heights, New Jersey. Da'Shayla has worked a summer job at the Bankbridge School in Sewell, New Jersey and currently works part-time at Burger King in Deptford, New Jersey; and

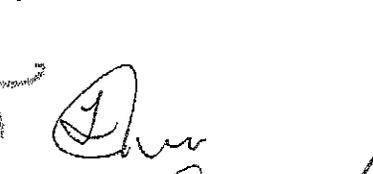
WHEREAS, upon graduation on June 16, 2017 from Deptford High School, Da'Shayla will be enlisting into the United States Air Force to pursue a college education in the medical field; and

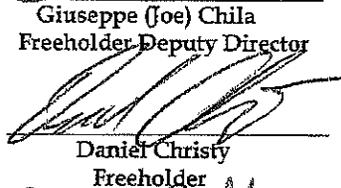
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Da'Shayla Clement for perfect attendance from Kindergarten through 12<sup>th</sup> grade, Deptford Township School District.

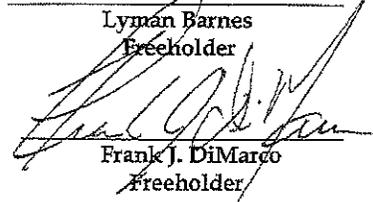
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> day of June, 2017.

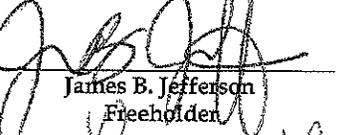
  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

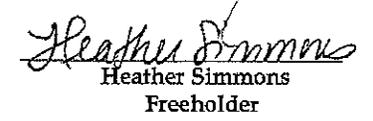
  
Robert M. Damminger  
Freeholder Director

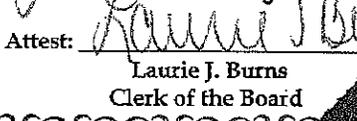
  
Lyman Barnes  
Freeholder

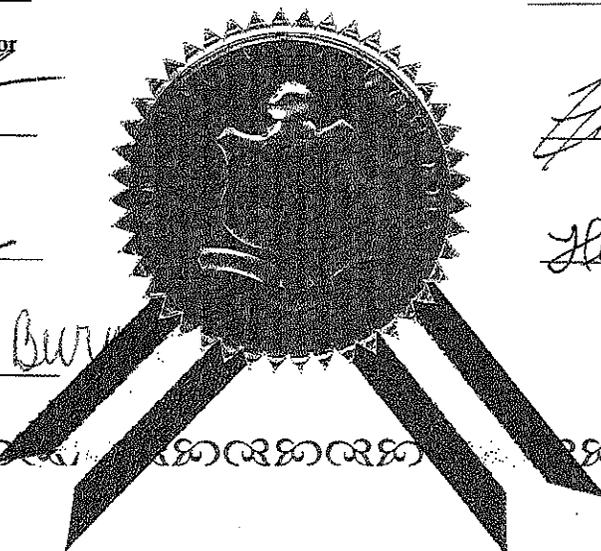
  
Daniel Christy  
Freeholder

  
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

~RECOGNIZING~

HONOR FLIGHT OF SOUTHERN NEW JERSEY ON ITS 10<sup>th</sup> "FLIGHT" 2007-2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize the Honor Flight of Southern New Jersey on its 10<sup>th</sup> "Flight"; and

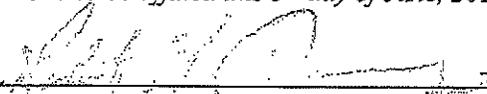
WHEREAS, Honor Flight Network is a national organization that was founded by Earl Morse, a physician assistant and Retired Air Force Captain from Ohio who, as a private pilot, conceived the idea of escorting WWII veterans to Washington DC to view the World War II memorial constructed in 2004. Soon other dedicated volunteers joined, a board was formed, funds were raised and the first flight took to the air in May of 2005. Six small planes flew 12 veterans to Washington DC at no cost to the veterans themselves, and by the end of the first year, Honor Flight transported 137 World War II veterans to their memorial; and

WHEREAS, Honor Flight of Southern New Jersey began as a community service project for a small group of special needs students at Williamstown High School and their instructor, Pamela Pontano. With the help and support of her husband, Ron Pontano and many volunteers and community leaders, they started a "hub" for the Honor Flight Network in 2007, which is one of 130 hubs throughout the United States, and the only one in New Jersey; and

WHEREAS, the Honor Flight of Southern New Jersey acts as a bridge that connects the students of Williamstown High School and the veterans by providing opportunity for interaction and understanding between generations- a kind of living history. The sole mission of Honor Flight of Southern New Jersey echoes that of the national organization- honoring veterans with a visit to their prospective memorial in Washington DC, free of charge. With the assistance of hundreds of volunteers, buses are sent all over New Jersey to pick up the veterans, followed by a 6:00 am breakfast, transportation to DC for guided monument tours and a lavish dinner served upon their return. All of this is arranged by Pamela and Ron Pontano, WHS students and numerous community leaders and residents who give unselfishly of themselves to make sure our surviving veterans are given this unique opportunity.

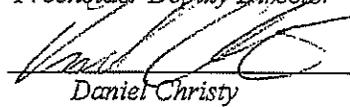
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Honor Flight of Southern New Jersey on its 10<sup>th</sup> "Flight" and for the tremendous service it provides to our veteran population.

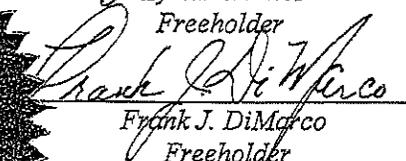
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3<sup>rd</sup> day of June, 2017.

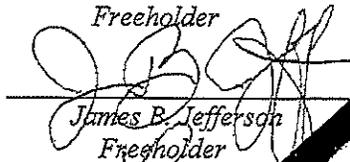
  
 Robert M. Damming  
 Freeholder Director

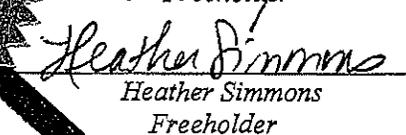
  
 Giuseppe (Joe) Chila  
 Freeholder Deputy Director

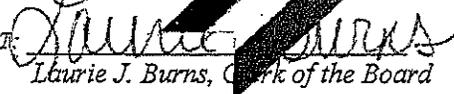
  
 Lyman Barnes  
 Freeholder

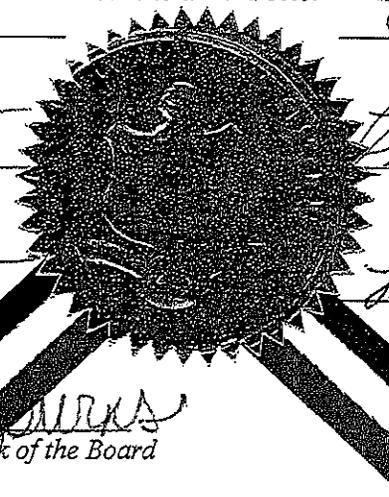
  
 Daniel Christy  
 Freeholder

  
 Frank J. DiMarco  
 Freeholder

  
 James B. Jefferson  
 Freeholder

  
 Heather Simmons  
 Freeholder

ATTEST:   
 Laurie J. Burns, Clerk of the Board



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 **\$140,000.00**, which item is now available as a revenue from the State of New Jersey Department of Children and Families Child Advocacy Center Development Grant, to be appropriated under the caption of the State of New Jersey Department of Children and Families Child Advocacy Center Development Grant - Other Expenses;
- (2) The sum of **\$34,680.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-TANF Modification, to be appropriated under the caption of the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-TANF Modification - Other Expenses;
- (3) The sum of **\$25,288.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-SSBG Modification, to be appropriated under the caption of the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-SSBG Modification - Other Expenses;
- (4) The sum of **\$141,072.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-State Modification, to be appropriated under the caption of the State of New Jersey Department of Human Services Division of Family Development SFY2017 Social Services for the Homeless-State Modification - Other Expenses;
- (5) The sum of **\$1,500.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program - Other Expenses;
- (6) The sum of **\$300,000.00**, which item is now available as a revenue from the State of New Jersey Department of Children and Families Prevention Services, to be appropriated under the caption of the State of New Jersey Department of Children and Families Prevention Services - Other Expenses;
- (7) The sum of **\$175,182.00**, which item is now available as a revenue from the State of New Jersey Department of Health Special Child Health Case Management, to be appropriated under the caption of the State of New Jersey Department of Health Special Child Health Case Management - Other Expenses;

- (8) The sum of **\$46,380.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Peer Grouping, to be appropriated under the caption of the State of New Jersey Department of Human Services Peer Grouping - Other Expenses;
- (9) The sum of **\$280,803.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness - Other Expenses;
- (10) The sum of **\$11,764.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation East Holly Avenue (CR624) Resurfacing and Safety Improvements from Broadway to Delsea Drive in Pitman, to be appropriated under the caption of the State of New Jersey Department of Transportation East Holly Avenue (CR624) Resurfacing and Safety Improvements from Broadway to Delsea Drive in Pitman - Other Expenses;
- (11) The sum of **\$1,542,914.00**, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development Work First New Jersey, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development Work First New Jersey - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF JUNE, 2017**

AZ

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending June 16, 2017; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending June 16, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending June 16, 2017, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A3

**RESOLUTION AUTHORIZING A SPLIT CONTRACT WITH DECOTIIS, FITZPATRICK & COLE, LLP IN AN AMOUNT NOT TO EXCEED \$100,000.00 AND CHANCE & MCCANN, LLC, IN AN AMOUNT NOT TO EXCEED \$50,000.00 FROM JUNE 12, 2017 TO JUNE 11, 2018**

**WHEREAS**, there is a need for specialized expertise tax attorney services regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties; and

**WHEREAS**, the County requested proposals, via RFP-17-020, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that DeCotiis, Fitzpatrick & Cole, LLP, with offices at Glenpointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, made one of the most advantageous proposals; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Chance & McCann, LLP, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ 08098, made one of the most advantageous proposals; and

**WHEREAS**, each contract shall be for estimated units of service, in an amount not to exceed \$100,000.00 for DeCotiis, Fitzpatrick & Cole, LLP, and \$50,000.00 for Chance & McCann, LLP, at an hourly rate of \$175.00 for Partners; \$150.00 an hour for Associates and \$75.00 an hour for Paraprofessionals, from June 12, 2017 to June 11, 2018; and

**WHEREAS**, 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, and continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County Budget; and

**WHEREAS**, the 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**, the 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 contracts is for 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 Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract for the aforementioned purpose between the County of Gloucester and DeCotiis, Fitzpatrick & Cole, LLP, in an amount not to exceed \$100,000.00 and Chance & McCann, LLP, in an amount not to exceed \$50,000.00, from June 12, 2017 to June 11, 2018; 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 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.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

---

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

---

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

A3

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
DECOTIIS, FITZPATRICK & COLE, LLP**

This Contract is made this 12<sup>th</sup> 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 **DECOTIIS, FITZPATRICK & COLE, LLP**, with offices at GlenPointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, hereinafter referred to as "**Attorney**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties as more particularly set forth in RFP-17-020; 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**, Attorney represents that it is qualified to perform said services and desires to 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be for the period beginning June 12, 2017 and concluding June 11, 2018.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, in an amount not to exceed \$100,000.00. Attorney shall be paid at an hourly rate of \$175.00 for Partners; \$150 an hour for non-equity partners, \$125.00 an hour for Associates and \$75.00 an hour for Paraprofessionals for all such services.

B. 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.

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

- I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County's RFP-17-020, and Attorney's responsive proposal dated May 5, 2017, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-17-020, this contract shall prevail.

Attorney 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 RFP documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing

financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

**5. 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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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.

6. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in RFP-17-020, which are specifically referred to and incorporated herein by reference.

B. If Attorney/firm 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 Attorney'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 Attorney/firm, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney/firm, 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Attorney, 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 Attorney/firm, 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **FINANCIAL DISCLOSURE.** The Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law, N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.
20. **CONFIDENTIALITY.** Attorney 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, RFP-17-020 issued by the County of Gloucester and Vendor's responsive proposal dated May 5, 2017. Should there occur a conflict between this form of contract and the County's RFP-17-020, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-17-020 issued by the County of Gloucester and the Vendor's responsive proposal dated May 5, 2017, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 12<sup>th</sup> 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:**

**DECOTIUS, FITZPATRICK & COLE, LLP**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**JOSEPH M. DECOTIUS, ESQUIRE**

ORIGINAL

—LAW OFFICES—  
**DECOTIIS**

DeCotiis, FitzPatrick, Cole & Giblin, LLP

GLENPOINTE CENTRE WEST  
500 FRANK W. BURR BOULEVARD, SUITE 31  
TEANECK, NEW JERSEY 07666

TELEPHONE: (201) 928-1100  
TELEFAX: (201) 928-0586  
WWW.DECOTIISLAW.COM

May 5, 2017

FRANCIS J. BORIN, ESQ.  
FBORIN@DECOTIISLAW.COM  
201.907.5207

NEW YORK  
NEW JERSEY

**Original & Five Copies**

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

**Re: Request for Proposal for Tax Attorney Services for Large Scale & Complex Facilities, RFP # 17-020**

Dear Mr. Mercanti:

DeCotiis, FitzPatrick, Cole & Giblin, LLP ("DeCotiis" or the "Firm") submits this proposal in response to the County of Gloucester's ("County") Request for Proposals ("RFP") for Tax Attorney Services for Large Scale & Complex Facilities. DeCotiis is a general practice firm of sixty-five (65) attorneys, all of whom are licensed to practice law in the State of New Jersey and are in good standing. The Firm offers a variety of legal services to our clients, including: banking, bankruptcy, commercial real estate, construction law, corporate law, education law, environmental law, government and regulatory affairs, green practice, healthcare law, insurance, labor and employment, litigation, mergers and acquisitions, municipal law, public finance, public procurement, public utilities, redevelopment, tax, trusts and estates, white collar and corporate investigations.

DeCotiis currently represents the County as Tax Counsel for large scale and complex properties before the Tax Court as to municipalities located within the County. Our primary duties and responsibilities presently include providing legal advice, opinions and assistance to the governing bodies, the County Counsel's Office and the Office of Assessment, and performing all legal responsibilities related to assigned tax appeals, including investigation, analysis, court appearances, discovery, preparation of pleadings, and trial preparation. We would, of course, be honored to be re-appointed for this position and continue to represent the County in these capacities.

Our firm has particular, detailed experience to continue to represent the Gloucester County Office of Assessment to assist it in resolving and defending tax appeals for the following types of complex properties: large scale and complex commercial and industrial facilities, Petro Chemical Facilities, hotels/motels, heavy industrial manufacturing facilities, Assisted Living and Long Term Care facilities, as well as various other special use properties. The Firm has handled approximately 2,000 tax appeals per year on average over the last five years. In addition to our

2151695-1

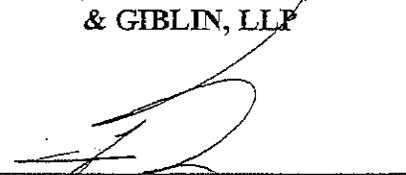
wide-ranging and extensive experience in tax matters, we will continue to bring a special ability to assist the County in achieving a seamless implementation of the County's pilot program merging municipal property tax assessor functions into a countywide office.

Our firm has represented entities at every level of government, including municipalities, counties, municipal and county authorities, regional authorities, state agencies and authorities and the State of New Jersey itself. Over the course of this representation, we have encountered nearly every type of issue that such an entity can face, and have become proficient at counseling such entities professionally and proficiently. In our opinion, there is no other law firm in the State that can provide the depth of experience, diversity of practice and knowledge of the affairs of public entities in this State. We are proud to be recognized by Martindale Hubbell, the premiere legal directory and attorney peer-rating service, which named DeCotiis, FitzPatrick & Cole, LLP, to its 2012, 2013, 2014, 2015 and 2016 list of the "Top Ranked Law Firms" in the United States.

We would be honored to be re-appointed to serve the County as Tax Attorney for Large Scale & Complex Facilities and believe we have the depth of knowledge, specific experience as to large, special purpose assessments, and practical judgment to continue to assist the County in this capacity. If any additional information is needed, or if you would like us to meet with you or the members of the County's governing body to discuss our qualifications, please do not hesitate to contact our office.

Very truly yours,

**DeCOTIIS, FITZPATRICK, COLE  
& GIBLIN, LLP**

By: 

Francis J. Borin, Partner

clients. The Firm proposes the following compensation for the services offered as part of this response to the County of Gloucester's RFP for Tax Attorney Services for Large Scale & Complex Facilities in the County of Gloucester:

Partner Hourly Billing Rate:	\$175.00/hour
Associate Hourly Billing Rate:	\$150.00/hour
Paraprofessional Hourly Billing Rate:	\$75.00/hour

The County of Gloucester will be responsible for charges for court or agency filing fees, copying, telecopying, postage, and parking, which will be passed through to the County of Gloucester without markup.

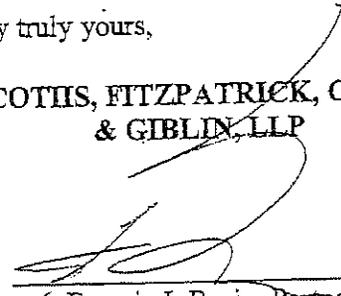
**CONCLUSION**

Thank you again for the opportunity to submit our proposal and statement of qualifications to the County for Tax Attorney for Large Scale and Complex Facilities. We would be honored to be re-appointed for this position and continue to represent the County in this capacity. Given our firm's current representation of the County, the Firm's previous experience in tax appeals matters, and the amount of attorneys at the County's disposal, we are confident that we will be able to continue to provide the County with the requested legal services in a timely fashion.

If any additional information is needed, or if you would like us to meet with you or the members of the County's governing body to discuss our qualifications, please do not hesitate to contact this office.

Very truly yours,

**DeCOTIIS, FITZPATRICK, COLE  
& GIBLIN, LLP**

By:   
Francis J. Borin, Partner

Encl

**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-17-020 Tax Attorney – Large Scale -DeCotiis, FitzPatrick & Cole, LLP

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <u>Proposal contains all required checklist information</u> <u>    5    </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very large firm with sixty-one (61) Attorneys. This is a full service practice with a specialty in Tax and Real Estate matters. <u>    25    </u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> The firm has listed various engagements including the New Jersey Turnpike Authority as well as many Jersey Townships regarding Tax litigation. Also our current provider for this service.  <u>    25    </u> points	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> The plan submitted describes the actual requirements listed in the RFP. <u>    25    </u> points	23
E. <u>Reasonableness of Cost Proposal</u> Hourly rate is the suggested price listed in the RFP. Paralegals will be billed at a rate of \$75.00 / hr.  <u>    20    </u> points	19
<b>TOTALS</b>	<b>95</b>

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CHANCE & MCCANN, LLC**

A3

This Contract is made this 12<sup>th</sup> 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 **CHANCE & MCCANN, LLC**, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ, hereinafter referred to as "**Attorney**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long Term Care facilities and various other special use properties as more particularly set forth in RFP-17-020; 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**, Attorney 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be for the period beginning June 12, 2017 and concluding June 11, 2018.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, in an amount not to exceed \$50,000.00. Attorney shall be paid at an hourly rate of \$175.00 for Partners; \$150 an hour for non-equity partners, \$125.00 an hour for Associates and \$75.00 an hour for Paraprofessionals for all such services.

B. 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.

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County's RFP-17-020, and Attorney's responsive proposal dated May 4, 2017, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-17-020, this contract shall prevail.

Attorney 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 RFP documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing

financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

**5. 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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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.

6. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in RFP-17-020, which are specifically referred to and incorporated herein by reference.

B. If Attorney/firm 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 Attorney'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 Attorney/firm, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney/firm, 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Attorney, 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 Attorney/firm, 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **FINANCIAL DISCLOSURE.** The Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law, N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.
20. **CONFIDENTIALITY.** Attorney 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, RFP-17-020 issued by the County of Gloucester and Vendor's responsive proposal dated May 4, 2017. Should there occur a conflict between this form of contract and the County's RFP-17-020, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-17-020 issued by the County of Gloucester and the Vendor's responsive proposal dated May 4, 2017, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 12<sup>th</sup> 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:**

**CHANCE & MCCANN, LLC**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**KEVIN MCCANN, ESQUIRE**

Law Offices  
**CHANCE & McCANN**

*Limited Liability Company*  
Email: [chancemccann@chancemccann.com](mailto:chancemccann@chancemccann.com)  
[www.chancemccann.com](http://www.chancemccann.com)

201 WEST COMMERCE STREET  
P.O. BOX 278  
BRIDGETON, NEW JERSEY 08302  
(856) 451-9100  
Fax: (856) 455-5227

84 E. GRANT STREET, SUITE 2  
P.O. BOX 10  
WOODSTOWN, NEW JERSEY 08098  
(856) 769-9001  
Fax: (856) 769-9007

KEVIN P. McCANN

CERTIFIED BY THE SUPREME COURT OF NEW  
JERSEY AS A CIVIL TRIAL ATTORNEY  
CERTIFIED BY THE NATIONAL BOARD OF TRIAL  
ADVOCACY AS A CIVIL TRIAL ADVOCATE  
MEMBER OF THE UNITED STATES DISTRICT  
COURT OF THE SOUTHERN DISTRICT OF TEXAS  
LL.M. TAXATION  
K150 QUALIFIED MEDIATOR

SEANNA McCANN \*  
BETH WHITE  
MATTHEW WENG  
BRETT C. SCHNEIDER\*

\* ALSO A MEMBER OF THE PA BAR  
\* CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A MUNICIPAL COURT  
LAW ATTORNEY

Reply to Woodstown

May 4, 2017

Mr. Peter Mercanti, Director  
Purchasing Department  
County of Gloucester  
2 S. Broad Street  
Woodbury, NJ 08096

**RE: Request for Proposal for  
Tax Attorney Services for Large Scale and Complex Facilities for  
Gloucester County #17-020**

Dear Mr. Mercanti:

Enclosed please find our firm's response to Request for Proposal for **Tax Attorney Services for Large Scale and Complex Facilities for the Gloucester County**. Please note that while our proposal reflects Chance & McCann as the applicant for this position, Andrea Rhea, Esquire is the individual named in the application. Andrea Rhea has represented various municipalities in the defense of tax appeals since 2002 and has appeared before the New Jersey Tax Court, the Appellate Division and the N.J. Supreme Court in tax appeal matters. Additionally, partner, Kevin P. McCann has been the assistant county tax administrator for Cumberland County for over 20 years and has an LLM in taxation from Widener University School of Law. Chance & McCann and its support staff would be available to handle any matters required by the County. Chance & McCann would be willing to open a virtual office in Gloucester County in accordance with recent rule change allowing for virtual law offices in New Jersey. For further information, please see the enclosed brochure or visit us at [www.chancemccann.com](http://www.chancemccann.com).

Thank you for your consideration.

Very truly yours,  
CHANCE & McCANN

*S/Kevin McCann*  
KEVIN McCANN

AR/bn (Enclosures)

**Request for Qualifications for  
Providing Legal Services**

**FEE SCHEDULE**

**Applicant:** Chance & McCann, LLC

**Address:** 201 West Commerce Street  
Bridgeton, NJ 08302

**Phone/Email:**

*Attorneys*

Kevin P. McCann, Esquire - [kpmccann@chancemccann.com](mailto:kpmccann@chancemccann.com) - 856-506-5436  
Shanna McCann, Esquire - [shannamccann@chancemccann.com](mailto:shannamccann@chancemccann.com) - 856-776-1816  
Beth White, Esquire - [bwhite@chancemccann.com](mailto:bwhite@chancemccann.com) - 201-965-5838  
Matthew Weng, Esquire - [mweng@chancemccann.com](mailto:mweng@chancemccann.com) - 732-278-4446  
Andrea Rhea, Esquire - [arhea@chancemccann.com](mailto:arhea@chancemccann.com) - 609-202-9824

Additionally, staff email addresses are as follows:

*Administrative Staff*

Beth North-Milburn - [bnorth@chancemccann.com](mailto:bnorth@chancemccann.com)  
Alison Gabrielle - [agabrielle@chancemccann.com](mailto:agabrielle@chancemccann.com)  
Bonnie Ridgway - [bridgeway@chancemccann.com](mailto:bridgeway@chancemccann.com)

**Contact:** Kevin McCann, Esquire  
Andrea Rhea, Esquire

**HOURLY RATES:**

Equity Partner:	\$175.00
Non-Equity Partner:	\$150.00
Associates:	\$125.00
Legal / Legal Research	Per Transaction

**REIMBURSEMENT EXPENSES:**

Photocopying:	\$ .10 per page
Postage:	Per Transaction
Overnight/Delivery:	Per Transaction
Travel:	Included
Telephone:	Included
Faxes:	Included

**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-017-020 - Tax Attorney – Large Scale – Chance & McCann

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <u>Proposal contains all required checklist information</u> <u>    5    </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Firm indicates over 20 years' experience. Also Attorneys listed have tax experience related to the RFP. <u>   25   </u> points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor listed some County work but most similar engagements were with Municipalities. <u>   25   </u> points	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Firm listed experience with Tax Appeals related to Residential, Commercial and Industrial. <u>   25   </u> points	23
E. Reasonableness of Cost Proposal Proposal meets all requirements as set forth in the RFP regarding cost. <u>   20   </u> points	20
<b>TOTALS</b>	<b>93</b>

**RESOLUTION APPROVING REAPPOINTMENTS TO THE BOARD OF EDUCATION  
OF THE SPECIAL SERVICES SCHOOL DISTRICT AND VOCATIONAL  
SCHOOL DISTRICT**

**WHEREAS**, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the current terms of Marlene McConnell and Anthony Wilcox will expire June 30, 2017; and

**WHEREAS**, it is in the best interests of the County of Gloucester to reappoint Marlene McConnell and Anthony Wilcox to a three-year term from July 1, 2017 to June 30, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey as follows:

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the reappointments of Marlene McConnell and Anthony Wilcox to three-year terms, effective for the period commencing July 1, 2017 and terminating June 30, 2020.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

Anthony W. Wilcox

[REDACTED]  
Deptford, NJ 08096  
[REDACTED]  
[REDACTED]

## **PROFILE**

I am the curious type who enjoys discovering or uncovering new adventures which can resolve challenging issues. A problem solver of sorts. I enjoy putting my experience to use for the betterment of the situation confronting the objective. My gregarious disposition make it easy to exchange ideas and information. I enjoy being a change agent for the good of public service.

## **EXPERIENCE**

**Confidential Assistance, County of Gloucester, Woodbury, NJ — 1998-Present**

My duties within Human Resources consist of various job functions from being a EEO Officer to overseeing the daily operational functions of the Educational Diversity, the Fair Housing, and Transportation Services Divisions. These positions enable me to be apart of the policy and budget making process.

**Educational Opportunity Fund Recruiter/Coordinator, RCGC-1995-1998**

This position allowed me to visit area high schools to speak with teachers, parents and students, about the advantages of attending the community college under the EOF Program. The program offers financial and academic assistant to qualifying students.

**Sargent, US Marine Corps- 1979-1984**

## **EDUCATION**

Fairleigh Dickinson Univ. — Master's Public Administration, 2014

Rowan Univ. (formerly Glassboro State)- BA Law and Criminal Justice 1992

---

**Marlene A. McConnell**

Washington Township, Sewell, NJ 08080

**Summary of Qualifications**

Commitment to the education of all students as evidenced by 25 years of service on the Board of Education. Professional leadership and communication skills with ability to work collaboratively in a group. Understand board governance and the role of the Board to oversee the operation of the Districts.

**Professional Experience**

**Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** July 2008 to present

President/Vice President of the Board; member of Personnel Committee and Negotiations Committee; Board representative on the Advisory Committee; Board liaison with County College

**Board of Education of the Gloucester County Special Services School District** August 1991 to June 2008

President/Vice President of the Board; served on the Personnel Committee, Negotiations Committee and Finance/Budget Committee; Board representative on the Advisory Committee

**Gloucester County Special Education Study Panel** November 1989 to July 1991

Parent representative; reviewed current and future needs of special education in Gloucester County; this led to the dissolution of the County Education Services Commission and creation of the Gloucester County Special Services School District

**St. John of God Parents and Friends Association** 1978 to 1999

Member and participant in fund raising activities; served on the Reading Curriculum Committee; parent representative on Legislative Forum co-sponsored by the Gloucester County ARC and St. John of God asking local politicians running for office questions concerning people with disabilities; served on the Humanization Committee whose purpose was to collect data pertaining to parental concerns and needs of programs to give insight into the future direction of the school; classroom volunteer in the secondary program; room parent

**Down Syndrome Support Group of South Jersey** 1985 to 1995

Active member and Outreach Coordinator; created and presented an in-service program to hospitals in the tri-county area to offer the Group's parent contact services; compiled a Procedure Handbook for the Outreach Committee; worked on the Group's Booklet Committee creating "Reaching Out", a booklet aimed at new parents to introduce the Group and give some basic information on Down syndrome

**Washington Township Parent Group for Special Needs Students** 1981 to 1991

Active member and Group Co-Spokesperson for the 1989-90 and 1990-91 school years; served on Washington Township Comprehensive System of Personnel Development (CSPD) Committee developing goals and objectives for the District's three-year plans for 1987 to 1990 and 1990 to 1993; helped to update and rewrite the Department of Pupil Personnel Services parent handbook while serving on the Parent Handbook Committee

**State Parent Advisory Council for the Handicapped (SPACH)** 1987 to 1989

Gloucester County representative; served on the Transition Committee and Update Committee for NJAC 6:28 regulations

**Employment History**

<b>Administrative Assistant</b> , Gary Stuhltrager, Esq., Deptford, NJ	August 2004 to October 2009
<b>Administrative Assistant</b> , John R. Lindsay, Esq., Turnersville, NJ	November 2001 to March 2003
<b>Substitute Teacher/Teacher Assistant</b> , HollyDell School (formerly CP Center), Washington Township, NJ	December 1998 to October 2001
<b>Administrative Assistant</b> , Sell A House USA, Washington Township, NJ	March 1994 to September 1995
<b>Real Estate Associate</b> , Coldwell Banker, Washington Township, NJ	April 1993 to February 1994
<b>Aisle Manager/Merchandiser</b> , Gibson Greetings, Inc. in Phar Mor Store #305, Turnersville, NJ	October 1990 to January 1994
<b>Accounts Receivable Billing</b> , Delaware Valley Wholesale Florist, Sewell, NJ	October 1973 to October 1977

**Education**

**Gloucester County College**, Sewell, NJ  
A.A.S. Secretarial Education (1973); graduated with honors, 4.0 GPA; Dean's Award for Academic Excellence; named to Who's Who in American Junior Colleges; assistant editor on campus newspaper

**Activities/Affiliations**

- New Jersey School Boards Association member since 1991
- Certified volunteer and coach for New Jersey Special Olympics
- New Jersey Notary Public since 1994
- Received New Jersey Real Estate License in 1993

A 5

**RESOLUTION AUTHORIZING APPROVAL OF REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6**

**WHEREAS**, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

**WHEREAS**, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

**WHEREAS**, the following modifications are being requested:

- Section 5.10 - Employee Assistance Program: Clarified that the County may require an employee as a condition of employment to go the EAP as a formal and mandatory referral. Non-compliance of such a referral may result in disciplinary procedures up to and including termination.
- Section 5.12 - Optional Benefits: Added Police and Fire Federal Credit Union information and revised to show the name change from MetLife to Brighthouse Life Insurance Company.
- Section 6.2 – Holidays: Clarified that if specified in the collective bargaining agreement, a paid holiday falls on a Sunday, it will be observed on the following Monday, and a paid holiday falls on a Saturday, it will be observed on the proceeding Friday.
- Section 6.8 - Convention Leave: Added Department Head responsibility to forward the request to Human Resources for approval and ensuring that leave is coded properly in the payroll system.
- Section 6.11 Exhibit S - Unpaid Leave: Revised the following forms in accordance with US Department of Labor guidelines: (1) Certification of Health Care Provider for Employee, (2) Certification of Health Care Provider for Family, and (3) Designation Notice.
- Section 7.6 – Drugs and Alcohol: Clarified language, eliminated duplicative language, rearranged existing language for clarity, and updated parts of the policy in accordance with collective bargaining agreements and/or DOT regulations.
- Section 7.9 - Telephone Use, Visitors, and Mail: Revised language to state that toll calls and/or long distance calls for personal business should not be made on a county owned phone.
- Section 8.2 Exhibit Z - Injury on the Job: Revised in accordance with the Gloucester County Insurance Commission recommendations.
- Section 8.4 Exhibit W - Incidents Involving County Property: Added Risk Manager's phone number to contact information and revised a few areas for clarity.
- Section 9.3 - Vital Information: Clarified within this policy use of forms 9.3 Exhibit X and 5.1 Exhibit N as well as which Departments should be notified when various vital information changes need to be communicated by the employee.
- Section 9.3 Exhibit X - Notice of Vital Information Change: Added cell phone number to various areas of the form.
- Section 9.9 - Use of County Vehicles: Added language requiring all drivers of County vehicles to give notice to his/her Department Head if his/her driver's license is suspended or revoked, and the procedure for such.
- Section 9.9 Exhibit A - Use of County Vehicles Acceptance of Policy Statement: Added this form for employees that use County vehicles to sign off on the Use of County vehicles HR policy.
- Section 9.10 - Reimbursement for Expenses: Added reference to HR 9.10 Request for Reimbursement Form, and clarified that, in accordance with IRS regulations, an Employee is not eligible for mileage reimbursement when a County vehicle is made available to the Employee and instead of using the County vehicle provided for this purpose, the Employee opts to use his/her own vehicle. In this case, the Employee is not eligible for mileage reimbursement.
- Section 9.10 - Request for Reimbursement Form: Form is being provided for the employee to use when seeking reimbursement for mileage and other expenses.

**WHEREAS**, the revisions to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

**WHEREAS**, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

---

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

---

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

AS

County of Gloucester  
Human Resources Manual

TABLE OF CONTENTS

Subject	Chapter	Section	Adopted	Revised
<b>FUNDAMENTALS</b>				
	<b>ONE</b>			
Terms and Acronyms	1	1	03/07/06	06/10/15
Purpose of Manual	1	2	03/07/06	08/07/13
Manual Distribution and Revisions	1	3	03/07/06	09/21/16
Exhibit A - Request for Review or Interpretation			03/07/06	11/21/06
Exhibit B - Employee Distribution Options			12/15/10	TO BE REMOVED - 9/21/16
Exhibit C - Employee Acknowledgement			12/15/10	02/02/11
Management Responsibilities	1	4	03/07/06	
Code of Ethics	1	5	03/07/06	10/15/08
Equal Employment Opportunity	1	6	03/07/06	04/06/16
Exhibit B - Request for Reasonable Accommodation			11/21/06	
Contagious or Life Threatening Illness	1	7	03/07/12	
<b>RECRUITMENT AND PLACEMENT</b>				
	<b>TWO</b>			
NJDOP Definitions	2	1	03/07/06	08/07/13
Recruitment	2	2	03/07/06	08/07/13
Conflict of Interest/Nepotism	2	3	03/07/06	08/07/13
Interview Guidelines	2	4	03/07/06	04/04/07
Appointment to County Employment	2	5	03/07/06	08/07/13
Job Titles and Specifications	2	6	03/07/06	08/07/13
Orientation	2	7	03/07/06	08/07/13
Exhibit C - Orientation Checklist			03/07/06	08/07/13
Exhibit D - Statement of Confidentiality & Non Disclosure of Information			03/07/06	
Exhibit E - General Notice of COBRA Continuation Coverage Rights			03/07/06	09/21/16
Exhibit G - Recognition of Unions			03/07/06	04/04/07
Working Test Period	2	8	03/07/06	08/07/13
Bonding	2	9	03/07/06	
Volunteers and Internships	2	10	03/07/06	02/02/11
<b>CHANGES IN EMPLOYMENT &amp; SEPARATION FROM SERVICE</b>				
	<b>THREE</b>			
Transfers	3	1	03/07/06	08/07/13
Promotions	3	2	03/07/06	08/07/13
Classification and Reclassification	3	3	03/07/06	08/07/13
Layoffs	3	4	03/07/06	08/07/13
Exhibit H - Individual Notice of Layoff or Demotion			03/07/06	08/07/13
Exhibit I - General Notice of Layoff or Demotion			03/07/06	08/07/13
Resignation	3	5	03/07/06	06/10/15
Termination	3	6	03/07/06	08/07/13
Exhibit J - Guide to Termination for Cause			03/07/06	
Forfeiture of Public Office	3	7	03/07/06	
Retirement	3	8	03/07/06	12/21/11
Exit Interview	3	9	03/07/06	06/10/15
Exhibit F Termination Checklist			02/04/09	02/04/15
Exhibit L Exit Interview			02/04/09	02/04/15
Re-Employment	3	10	03/07/06	

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>COMPENSATION</b>				
	<b>FOUR</b>			
Salary and Wages	4	. 1	03/07/06	11/21/06
Delivery of Pay	4	. 2	03/07/06	06/10/15
Payroll Deductions	4	. 3	03/07/06	01/22/14
Overtime and Compensatory Time	4	. 4	03/07/06	01/22/14
<b>EMPLOYEE BENEFITS</b>				
	<b>FIVE</b>			
Health Benefits	5	. 1	03/07/06	09/21/16
Exhibit N - Notice of Change in Medical Benefit or Waiver Status				09/21/16
Exhibit L - Children's Health Insurance Program Reauth Act 2009			07/08/09	11/04/09
Waiving Medical and/or Prescription Coverage	5	. 2	03/07/06	08/07/13
Exhibit O - Employee Medical/Prescription Benefit Waiver - REMOVED			03/07/06	08/07/13
Group Life Insurance	5	. 3	03/07/06	
Pension Plan	5	. 4	05/07/06	12/21/11
Educational Benefits	5	. 5	03/07/06	
Workers' Compensation	5	. 6	03/07/06	
Light Duty	5	. 7	03/07/06	04/04/07
Exhibit P - Light Duty Agreement			03/07/06	12/15/10
Unemployment Compensation	5	. 8	03/07/06	
Disability Benefits	5	. 9	03/07/06	
Employee Assistance Program	5	. 10	03/07/06	06/21/17
Disease Prevention	5	. 11	03/07/06	
Additional Optional Benefits	5	. 12	11/21/06	06/21/17
<b>LEAVE TIME</b>				
	<b>SIX</b>			
Introduction to Leave Time	6	. 1	03/07/06	
Exhibit Q - Leave Request			03/07/06	03/07/12
Holidays	6	. 2	03/07/06	06/21/17
Vacation	6	. 3	03/07/06	11/20/07
Sick Leave	6	. 4	03/07/06	06/10/15
Exhibit K - Medical Release Form			04/04/07	02/02/11
Administrative Leave	6	. 5	03/07/06	11/20/07
Bereavement Leave	6	. 6	03/07/06	08/06/14
Military Leave	6	. 7	03/07/06	07/11/12
Convention Leave	6	. 8	03/07/06	06/21/17
Jury Duty	6	. 9	03/07/06	
Disability Leave	6	. 10	03/07/06	
Unpaid Leave	6	. 11	03/07/06	09/21/16
Exhibit R - Family and Medical Leaves of Absence			03/07/06	12/21/11
Exhibit R-1 - Employee Rights and Responsibilities Under the FMLA			12/21/11	
Unpaid Leave Forms Cover Sheet			06/10/15	06/21/17
Exhibit S Family/Medical Leave Notification			03/07/06	
Notice of Eligibility and Rights & Responsibilities			03/24/10	06/21/17
Certification of Health Care Provider				
For Employee			03/24/10	06/21/17
For Family Member			03/24/10	06/21/17
Designation Notice			03/24/10	06/21/17
Sick Leave Donation	6	. 12	03/07/06	02/20/08
Family Paid Leave	6	. 13	10/15/2008	07/08/09

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>CONDUCT AND PERFORMANCE</b>		<b>SEVEN</b>		
Performance Evaluation	7	1	03/07/06	
Exhibit T - Employee Performance Evaluation and Job Description Forms			03/07/06	05/21/08
Inappropriate Behavior	7	2	03/07/06	08/07/13
Discipline	7	3	03/07/06	08/07/13
Exhibit U - Disciplinary Memorandum			03/07/06	09/03/08
Hours of Work	7	4	03/07/06	04/02/14
Absence and Tardiness	7	5	03/07/06	
Drugs and Alcohol	7	6	03/07/06	04/06/16
Exhibit M - Reasonable Suspicion Checklist			09/07/11	
Exhibit V - Commonly Abused Drugs			09/07/11	
Prohibition of Discrimination, Harassment or Hostile Environments	7	7	03/07/06	09/21/16
Exhibit F- Pre-Intake Questionnaire for Employment Complaints			11/04/09	12/21/11
Appearance	7	8	03/07/06	
Telephone Use, Visitors and Mail	7	9	03/07/06	06/21/17
Internet Use	7	10	03/07/06	04/06/16
Exhibit A - Acceptance Statement			09/21/16	
Political Activity	7	11	03/07/06	
Confidentiality of Personnel Matters	7	12	03/07/06	
Animals	7	13	03/07/06	11/21/06
Dispute Resolution	7	14	03/07/06	
Grievances	7	15	03/07/06	
Conscientious Employee/Whistleblower Protection	7	16	03/07/12	
Exhibit A - Employee Complaint Form			03/07/12	
Social Networking/Media	7	17	01/22/14	
Workplace Violence	7	18	03/07/12	
<b>SAFETY AND SECURITY</b>		<b>EIGHT</b>		
Introduction	8	1	03/07/06	
Injury-on-the-Job	8	2	03/07/06	04/06/16
Exhibit Z - Report of Job Accident			11/21/06	06/21/17
Building Security	8	3	03/07/06	12/21/11
Incidents Involving County Property	8	4	03/07/06	04/06/16
Exhibit W - Notice of Accident Form			03/07/06	06/21/17
Handguns and Other Weapons	8	5	03/07/06	
Vehicle Safety	8	6	03/07/06	07/06/11
Right-to-Know/Hazard Communications	8	7	03/07/06	
Defibrillators	8	8	03/07/06	01/22/14

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>GENERAL POLICIES</b>	<b>NINE</b>			
Personnel Records	9	1	03/07/06	10/05/11
Emergency Closings of County Offices	9	2	03/07/06	04/06/16
Vital Information	9	3	03/07/06	06/21/17
Exhibit X - Notice of Vital Information Change			03/07/06	06/21/17
Workspaces and Workplaces	9	4	03/07/06	04/06/16
Charitable Campaigns, Literature and Other Solicitations	9	5	03/07/06	
Emergency Service Volunteers	9	6	03/07/06	06/20/07
Outside Employment	9	7	03/07/06	05/04/11
County Property, Equipment and Supplies	9	8	03/07/06	
Use of County Vehicles	9	9	03/07/06	06/21/17
Exhibit A - Acceptance of Policy Statement			06/21/17	
Reimbursement for Expenses	9	10	03/07/06	06/21/17
Request for Reimbursement Form			06/21/17	
Exhibit Y - Travel Request Form			03/07/06	02/20/08
Uniforms and Safety Equipment	9	11	03/07/06	
Union Membership and Fees	9	12	03/07/06	04/04/07
Strikes and Lockouts	9	13	03/07/06	
Indemnification	9	14	03/07/06	
Open Public Meeting Act Procedure Concerning Personnel Matters	9	15	03/07/12	
Additional Resources				08/07/13
Index				
Filing of Updates				

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>5 – EMPLOYEE BENEFITS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>10 – EMPLOYEE ASSISTANCE PROGRAM</b>	<b>REVISED: 6/21/17</b>

The County offers a program called the Employee Assistance Program (EAP). If an employee is experiencing difficulties that interfere with functioning at work and/or at home, EAP is available to assist the employee. EAP helps employees identify problem areas, offers counsel and training. If necessary, referrals are made to appropriate treatment resources. EAP, established through a joint management-labor committee, maintains a coordinated and flexible system of service to help employees and their families.

All contacts with the EAP, whether initiated by the County through referrals or by the employee through direct contact, are handled with the strictest confidentiality.

The program includes, but is not limited to, counsel and training for:

- (1) Emotional Difficulties
- (2) Drug and Alcohol Abuse
- (3) Compulsive Gambling
- (4) Financial Concerns
- (5) Legal Concerns
- (6) Family Issues

Penn Medicine provides the Gloucester County program. Anyone seeking additional information regarding this program, should contact Human Resources at (856) 853-3264 or the Employee Assistance Program directly and toll free at (888) 321-4433.

An employee's participation in EAP is not a substitute for actual improvement in job performance. Where applicable, the employee remains responsible for making any required improvements in job performance whether or not he/she agrees to participate in EAP.

The County may require an employee as a condition of continued employment to go to the EAP as a formal and mandatory referral. Non-compliance of such a referral may result in disciplinary procedures up to and including termination. Depending on the nature of the situation, the EAP may require the employee to a substance abuse professional (SAP). Any costs associated with the SAP are the responsibility of the employee. However, in most cases, this cost is covered by the employee's medical plan.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>5 – EMPLOYEE BENEFITS</b>	<b>ADOPTED: 11/21/06</b>
<b>SECTION:</b>	<b>12 – ADDITIONAL OPTIONAL BENEFITS</b>	<b>REVISED: 6/21/17</b>

Gloucester County offers several optional benefits that employees may opt to participate in and/or purchase including credit union banking, deferred compensation, as well as a variety of insurance products and services. Employees can learn more about these options at new employee orientation, at open enrollments or by appointment.

### **Credit Unions**

By virtue of public employment, County employees are eligible to join either or both credit unions: Police and Fire Federal Credit Union and South Jersey Federal Credit Union. Both entities provide an array of financial services including checking, vacation and Christmas club savings accounts as well as lending and investment products.

Police and Fire Federal Credit Union  
(856) 302-4397 or (800) 228-8801  
5901 RT 42 South, Washington Township, NJ 08012  
[www.pffcu.org](http://www.pffcu.org)

South Jersey Federal Credit Union  
(856) 232-9000  
1615 Hurffville Road, Deptford, NJ 08096  
[www.southjerseyfcu.com](http://www.southjerseyfcu.com)

### **Deferred Compensation**

Deferred Compensation is a way for employees to save for retirement over and above the State pension plan. Gloucester County utilizes four companies to offer deferred compensation packages: Brighthouse Life Insurance Company, Lincoln Financial, Mass Mutual, MetLife, and VALIC. These companies are available to assist you in setting retirement savings goals and developing investment strategies to secure retirement.

Brighthouse Life Insurance Company: (800)492-3553  
Lincoln: (856)488-2874  
Mass Mutual: (856)701-6878  
VALIC: (800)375-1133 x2379 / (856)596-4830 x2379

### **Insurance Products and Services**

The county offers employees a variety of insurance products and services through Aflac Administrative Services including, but not limited to, Accident Disability, Cancer, Dental, and Short-Term Disability. Furthermore, two types of flexible spending accounts, un-reimbursed medical expenses and dependent day care, are offered.

Flexible spending allows participants set aside a portion of each paycheck for qualified expenses (medical and dependent day care). This amount is deducted from the participant's paycheck before taxes are calculated, so the taxes the participant owes should decrease. In other words, participants will not pay taxes on the money spent on qualified expenses.

Qualified medical expenses include:

- Insurance co-payments and deductibles
- Vision care (eye exams, eye glasses, contact lenses and solution, corrective eye surgery)
- Drugs, legally obtained by prescription, insulin, and/or over-the-counter medicines
- Service fees for medical care (consultations, diagnostic lab work, etc.) provided by physicians, surgeons, specialists, or other medical providers
- Diabetic supplies (blood sugar monitor, syringes, test strips, etc.).

Questions should be directed to our AFLAC representative at (856) 419-1869.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>6 – LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>2 – HOLIDAYS</b>	<b>REVISED: 6/21/17</b>

Full-time employees are entitled to the following paid holidays:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Lincoln's Birthday\* (or Floating Holiday in accordance with the appropriate collective bargaining unit agreement)
- (4) President's Day
- (5) Good Friday
- (6) Memorial Day
- (7) Independence Day
- (8) Labor Day
- (9) Columbus Day
- (10) General Election Day
- (11) Veteran's Day
- (12) Thanksgiving
- (13) Friday following Thanksgiving
- (14) Christmas Day

Employees who are employed part-time working on average at least 10 hours or more per week are entitled to holiday pay at proportionate amounts.

If specified in the collective bargaining agreement, a paid holiday falls on a Sunday will be observed on the following Monday, and a paid holiday falls on a Saturday will be observed on the preceding Friday.

To be paid holiday pay for an un-worked holiday, an employee must be on active pay status and must have received payment for his/her last scheduled day before and first scheduled day after the holiday.

If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

If a paid holiday occurs on the normal work day of a part-time employee who works 10 or more hours per week, the employee is entitled to his/her regular part-time pay.

When it is necessary for an employee to work on a paid holiday to maintain operations, the employee will be compensated in accordance with the provisions in the appropriate negotiated agreements.

Employees should refer to their respective collective bargaining agreement in relation to the Lincoln's Birthday holiday. As applicable this holiday may be taken on that day or utilized as a floating holiday. The scheduling of the floating holiday will follow the same procedures as Administrative leave (please see HR 6.5 titled "Administrative Leave" for more details).

The observance of religious holidays other than those listed as official paid holidays will be granted and charged as one of the following types of leave: administrative, compensatory, vacation or floating holiday.

When regularly scheduled evening business hours are canceled because of a legal holiday, the office in question will be open during the same evening hours on the next business day following the holiday.

In accordance with the appropriate collective bargaining agreement, certain employees may receive holiday compensation in the form of pay.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>6 – LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>8 – CONVENTION LEAVE</b>	<b>REVISED: 6/21/17</b>

The County will grant Convention Leave with pay for an aggregate period not to exceed five days in any calendar year, in accordance with NJSA 38:23-2.

Convention Leave will be granted for the purpose of traveling to and from the convention, and for attending as an authorized representative one or more of the following organizations:

Grand Army of the Republic, United Spanish-American War Veterans, Disabled American Veterans, Disabled American Veterans' Auxiliary, Veterans of Foreign Wars, Ladies Auxiliaries of Veterans of Foreign Wars, Ladies Auxiliary, Veterans of World War I of the U.S.A., American Gold Star Mothers, Indian War Veterans, American Legion, American Legion Auxiliary, Jewish War Veterans of the United States, Ladies Auxiliary, Department of New Jersey, Jewish War Veterans of the U.S.A., Catholic War Veterans of the United States, Ladies Auxiliary of New Jersey State Department, Catholic War Veterans, The 369th Veterans Association, Incorporated, Women's Overseas Service League, American Veterans of World War Two, Korea and Vietnam, and AMVETS Ladies Auxiliary, Reserve Officers Association of the United States, Marine Corps League of the United States, Army and Navy Legion of Valor, the Twenty-ninth Division Association, Council of State Employees, War Veteran Public Employees Association, New Jersey Civil Service Association, Blind Veterans Association of New Jersey, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary, Navy League, Veterans of World War I of the United States of America, Polish Legion of American Veterans, Polish Legion of American Veterans, Ladies Auxiliary, the Italian American War Veterans of the United States, Incorporated, the Ladies Auxiliary, Italian American War Veterans of the United States, Incorporated, the New Jersey Firemen's Association, the New Jersey State Exempt Firemen's Association and the Tuskegee Airmen, Incorporated.

**Employee:**

Requests in advance approval of Convention Leave from the employee's Department Head.

**Department Head/designee:**

Forwards the request to Human Resources for approval and ensures that leave is coded properly in the payroll system.

<b>CHAPTER:</b>	<b>6 - LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>11 - UNPAID LEAVE</b>	<b>REVISED: 6/21/17</b>

### UNPAID LEAVE FORMS COVER SHEET

On the pages that follow, you will find these forms:

- Employee Request (Exhibit S)
- Notice of Eligibility and Rights & Responsibilities
- Certification of Health Care Provider
  - For Employee's Serious Health Condition
  - For Family Member's Serious Health Condition
- Designation Notice

Notice of Eligibility and Rights & Responsibilities  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 5/31/2018

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[Part A – NOTICE OF ELIGIBILITY]**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- The birth of a child, or placement of a child with you for adoption or foster care;
- Your own serious health condition;
- Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her serious health condition.
- Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's hours of service requirement.
  - You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_\_ is/\_\_\_\_\_ is not enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed (such as documentation for military family leave): \_\_\_\_\_

No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_\_ have/\_\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:
  - \_\_\_\_\_ the calendar year (January – December).
  - \_\_\_\_\_ a fixed leave year based on \_\_\_\_\_.
  - \_\_\_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
  - \_\_\_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_.
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

\_\_\_\_\_ at \_\_\_\_\_.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003  
Expires: 5/31/2018

**SECTION I For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_



1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
\_\_\_ No \_\_\_ Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes.

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
\_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: \_\_\_ No \_\_\_ Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[REDACTED]

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups? \_\_\_ No \_\_\_ Yes. If so, explain:

\_\_\_\_\_  
\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

[REDACTED]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Certification of Health Care Provider for  
Family Member's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 5/31/2018

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: \_\_\_\_\_  
First Middle Last

Name of family member for whom you will provide care: \_\_\_\_\_  
First Middle Last

Relationship of family member to you: \_\_\_\_\_

If family member is your son or daughter, date of birth: \_\_\_\_\_

Describe care you will provide to your family member and estimate leave needed to provide care:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_



**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_



1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 \_\_\_ No \_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 \_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
 \_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient and why such care is medically necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Will the patient require follow-up treatments, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities?  No  Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency:  times per  week(s)  month(s)

Duration:  hours or  day(s) per episode

Does the patient need care during these flare-ups?  No  Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

---

---

---



---

---

---

---

---

---

---

---

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Designation Notice  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 5/31/2018

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: \_\_\_\_\_

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

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

**Please be advised (check if applicable):**

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position \_\_\_\_\_ is \_\_\_\_\_ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

**Additional information is needed to determine if your FMLA leave request can be approved:**

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.  
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_ Your FMLA Leave request is Not Approved.

\_\_\_\_\_ The FMLA does not apply to your leave request.

\_\_\_\_\_ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 – 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

Form WH-382 January 2009

<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>6 – DRUGS AND ALCOHOL</b>	<b>REVISED: 6/21/17</b>

The County is strongly committed to a workplace free of alcohol and drugs for the safety of its employees and the citizens entrusted to their care. It is the policy of the County to institute the components of the Drug-Free Workplace Act of 1988. As required by federal regulations, this policy is provided to offer guidance to Department Heads/designees and employees in dealing with drug and alcohol abuse. This policy is intended to enhance productivity and safety, and to foster excellence by maintaining a safe and healthy environment for employees.

The County strongly urges employees to use the Employee Assistance Program (EAP) for help with alcohol or drug problems. EAP offers counsel, and if necessary, makes referrals to appropriate treatment resources (please refer to HR 5.10 for more details about the EAP). It is each employee's responsibility to seek assistance from EAP before the problem affects judgment, performance or behavior.

To further this commitment to providing a safe, drug-free and alcohol-free environment, the County has adopted the following policies:

- An employee and supervisor education and training program;
- A drug and alcohol testing program for employees and applicants for employment in, but not limited to, safety-sensitive positions;
- A program for evaluating employees who violate the drug and alcohol abuse policy;
- And administrative procedures for record keeping.

**Employee Categories Subject to Testing:**

Participation in this drug and alcohol testing program is a condition of employment for, but not limited to, each safety-sensitive employee or volunteer. Applicants for safety-sensitive positions are also subject to this drug and alcohol policy.

Anyone designated in Department of Transportation (DOT) regulations as a safety sensitive employee is subject to DOT drug and alcohol testing. All applicable employees working for the County or applying for a position are covered. This includes employees covered by 49 CFR Part 655, regulations commonly referred to as the Federal Transit Administration (FTA), and 49 CFR Part 382, regulations commonly referred to as the Federal Motor Carrier Safety Administration (FMCSA), when performing safety sensitive functions as defined by the respective regulations.

All employees who have a commercial driver's license (CDL) and/or perform safety-sensitive functions will be included in the drug and alcohol testing program. This includes, but is not limited to, and is subject to amendment at any time, the following departments: Public Works (Highway and Fleet Management Divisions), Parks and Recreation, Division of Transportation Services, and Emergency Management.

Law Enforcement employees that work in the Sheriff's Office, the Prosecutor's Office, and the Department of Corrections are subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.

Furthermore, any employee may be tested due to reasonable suspicion (see subsection entitled 'Reasonable Suspicion' for further details).

**Prohibited Conduct:**

Manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace is prohibited pursuant to the Drug-Free Workplace Act. It is County policy that any employee who manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty or on County property shall be subject to discipline up to and including discharge. Any employee partaking in any of these prohibited activities will be subject to discipline up to and including discharge. Pursuant to the County policy, any employee who reports for work, performs work, or is on County property with any detectable level of blood alcohol content or any detectable level of a controlled substance in his or her urine shall be subject to disciplinary action up to and including discharge. Employees who perform a safety-sensitive function are strictly prohibited from using or ingesting prohibited drugs in accordance with applicable DOT regulations.

This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely or properly. Employees using prescription drugs that may affect job performance or safety must notify, along with acceptable medical documentation, Human Resources and/or their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly by Human Resources. Employees who fail to report the use of legal or prescription drugs which may affect performance or safety shall be subject to disciplinary action up to and including discharge.

The ingestion of alcohol for up to four hours before the performance of safety sensitive functions is prohibited regardless of the resulting alcohol concentration level by both FTA and FMCSA. In addition FTA specifically prohibits the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure shall include: (1) The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her

safety-sensitive function. (2) The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function. FTA and FMCSA prohibit the ingestion of alcohol for up to eight hours following an accident by any employee involved in an accident unless the employee has already performed a post accident alcohol test if required.

As referred to in this policy, *alcohol* means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol. *Controlled substance* means a stimulant, hallucinogen narcotic, cannabinoid, or derivation or combination thereof, or any other substance controlled by the law. The County intends this definition also to apply to any other substance that impairs one's ability to fully and safely perform his or her job. The U.S. Department of Transportation (DOT) regulations currently prohibit the performance of safety-sensitive functions when a prohibited level of any specified drug is detectable in the employee's urine. Testing of safety-sensitive employees for these drugs is therefore performed under the authority of and pursuant to DOT regulations.

**Testing-General:**

For DOT subject employees all testing will be performed in accordance with the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The County will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

Typically, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the County reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on County premises.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

For DOT drug and alcohol tests: Refusal to submit means any circumstance outlined in 49 CFR 40.191 and 49 CFR 40.261 as well as 49 CFR 382 and 49 CFR 655; including:

- Failure to provide a breath or urine sample
- Provide an insufficient volume without valid medical explanation
- Adulterate or substitute a specimen
- Failure to appear within a reasonable time

- Leave the scene of an accident without just cause prior to submitting to a test
- Leave the collection facility prior to test completion
- Failure to permit an observed or monitored collection when required
- This includes failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Failure to take a second test when required
- Failure to undergo a medical examination when required
- Failure to cooperate with any part of the testing process
- Failure to sign Step 2 of alcohol test form
- Once test is underway, fail to remain at site and provide a specimen
- Or the MRO verifies that you provided an adulterated/substituted sample.

For pre-employment tests only, DOT regulations indicate that failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement does not constitute a refusal.

**Testing for Controlled Substances:**

Drug testing of safety-sensitive employees authorized by DOT regulations is limited to the following substances:

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines
- Opiate metabolites
- Phencyclidine (PCP)

**Testing for Alcohol:**

FMCSA specifically prohibits any driver tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 from performing or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. FMCSA regulation prohibits a driver with an alcohol concentration of 0.04 or greater from performing any safety-sensitive functions until he/she has been evaluated by an SAP and has passed a return-to-duty test.

FTA specifically prohibits any covered employee tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

**Role of the Medical Review Officer (MRO):**

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will report all drug test results to the Employer. If the test is positive, the MRO will contact the employee to discuss the test and determine if the positive result is valid. The MRO reports drug test results and medical information learned as part of the verification process to third parties without the employee's consent if determined, in the MRO's reasonable medical judgment, that: (1) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation; (2) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk; or (3) when the drug test results in disciplinary action against the employee which is subject to litigation.

The third parties to whom the MRO is authorized to provide information are the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under an applicable DOT agency safety regulation or as part of an employer-initiated fitness for duty examination, a SAP evaluating the employee as part of the return to duty process (see §40.293(g)), a DOT agency, or the National Transportation Safety Board in the course of an accident investigation.

**Role of the Outside Contractor:**

The County has engaged a contractor to perform specific services such as arranging collection sites, laboratory testing, chain of custody procedures, etc. The contractor will provide the MRO(s) and BAT(s) in accordance with applicable DOT regulations.

**Types of Testing:**

The County will perform the following types of drug and alcohol testing:

- Pre-Employment Testing;
- Reasonable Suspicion Testing;
- Post Accident Testing;
- Random Testing;
- Return to Duty Testing;
- Follow-Up Testing;

For those employees subjected to DOT regulations, alcohol and drug testing will be in accordance with and as specified in applicable regulations.

The County of Gloucester adopts, but is not limited to, the safety sensitive definitions as provided by the Federal Motor Carrier Safety Administration and the Federal Transit Agency.

Under FMCSA, safety sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include but are not limited to:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- Inspecting, servicing, or repairing any commercial motor vehicle
- Waiting to be dispatched to operate a commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- Performing driver requirements associated with an accident
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle

Under FTA an employee is a safety-sensitive employee if he/she performs any of the following but not limited to:

- Operation of a non-revenue vehicle requiring a CDL
- Contractor employees that stand in the shoes of Transit System employees also have to comply
- Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.
- A volunteer is a covered employee if: The volunteer is required to hold a commercial driver's license to operate the vehicle; or (2) the volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity.

The County has designated other employees as "safety sensitive" and therefore, those employees are subject to testing as set forth in the "Employee Categories Subject to Testing" section of this policy.

*Pre-Employment Testing*

All applicants for employment (Post-Offer, Pre-Employment) or employees being transferred into safety-sensitive positions will be informed of the testing requirements and will undergo pre-employment drug tests. The County will not hire an applicant or transfer an employee to a safety-sensitive position unless the applicant or employee passes the pre-employment drug test.

A positive pre-employment test for drugs shall be considered sufficient grounds to disqualify the applicant from employment with the County or to disqualify an incumbent employee's application for transfer into a safety-sensitive position. In addition, an incumbent employee whose test result is positive will be subject to the same procedures as for a positive random test.

The County will not hire an applicant that has failed a drug test or who has refused to take the test. Furthermore, the County will not assign an employee who has failed or refused to take a drug test to a safety-sensitive position. If such an applicant later applies for County employment or if such an employee later applies for a safety-sensitive position, the County may, in its sole discretion, administer another drug test. If the employee or applicant passes the second pre-employment test, the County may, in its sole discretion, hire the applicant or assign the employee to work in a safety-sensitive position.

**FMCSA Exception:** The driver has participated in a controlled substances testing program that meets the requirements of part 382.301 within the previous 30 days; and while participating in that program, either was tested for controlled substances within the past 6 months (from the date of application), or participated in the random controlled substances testing program for the previous 12 months (from the date of application); and no prior employer of the driver, of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

FTA requires that employees who have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and have not been available to participate in the random selection pool during that time, must take a pre-employment drug test with a verified negative result prior to performance of safety sensitive duties.

The exceptions contained in the FMCSA for pre-employment testing are not applicable to individuals applying for non-FMCSA regulated positions.

*Reasonable Suspicion Testing*

Reasonable suspicion is established if two trained supervisors reasonably conclude based on their observation that an employee has used drugs or misused alcohol. The

determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employees. The reasonable suspicion observations of the supervisor or County official must be documented on HR 7.6 Exhibit V titled Reasonable Suspicion Checklist.

An employee who undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost. If the result is positive, the employee will be subject to discipline, up to and including discharge, as determined by the County. If the employee is not discharged, the employee shall, at a minimum, be subject to the same requirements regarding assessment by an SAP, rehabilitation, and return to work drug and alcohol testing as applied to employees following a positive random drug or alcohol test (see below).

The employee will be transported to and from the testing site by a supervisor to reduce the potential danger to the employee and/or others.

- For employees who perform a *safety-sensitive* function, the County will require the employee to submit to a drug or alcohol test when the County has a reasonable suspicion that the employee is under the influence or has impaired judgment during working hours, while on County premises or while using County property. Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test is not administered within two hours following the determination of reasonable suspicion, written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

- For an employee whose job responsibilities are *not* safety-sensitive and are not law enforcement, and whose job performance is affected and impairment is suspected, the first step the Department Head or designee should take is to have the employee removed from the job. If this occurs during regular weekday hours, the Department Head/designee should contact Human Resources for further guidance.

If this occurs (impairment and job performance is affected) on an evening, night or weekend shift, the Department Head/designee should contact Ambassador Medical Services at (856) 810-0242 unless health and safety is a concern in which case the Department Head/designee should call 911. The Employee Assistance Program (EAP) is available to assist management in handling such situations, 24 hours a day, seven days a week (refer to HR 5.10 for the name and phone number of the County's EAP provider).

The Department Head/designee should document the occurrence including notes on employee's behavior, appearance, and speech as well as any other factors that lead to the suspicion of impairment (see HR 7.6 Exhibit V titled Reasonable Suspicion Checklist). The Department Head should contact Human Resources the next weekday day shift immediately following the occurrence for further direction.

#### *Post Accident Testing*

Testing of drivers and those defined as performing safety sensitive functions, is mandatory as required by DOT regulations following an accident as defined in 49 CFR 382.303 and 49 CFR 655.44.

FMCSA requires post accident alcohol testing as soon as practicable. Tests performed after 2 hours are required to have documentation in the file detailing the reasons the test was delayed. After a delay of eight hours or more, no more attempts will be made and written documentation is required.

FMCSA requires post accident drug testing as soon as possible, but within 32 hours following the accident. After 32 hours, no testing will be made and the file will be provided with written documentation regarding the reason.

FMCSA requires drivers subject to post accident testing to remain available for such testing. Failure to do so may be construed as a refusal to submit to testing. This does not include leaving the scene to receive emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements provided that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period.

Employees and supervisors should follow the following steps in a post accident situation:

- Treat injuries first;
- Cooperate with local law enforcement officers;

- Explain to employees the need for testing;
- Conduct tests promptly; and
- Collect accident documentation promptly.

#### *Random Testing*

Random testing will be conducted for all employees performing a safety-sensitive function at a frequency established by law, the controlling collective bargaining agreement, or County HR policy. Random tests will be spread reasonably throughout the year. There will be no pattern to when random tests will be conducted. Random tests will be unannounced and all employees performing a safety-sensitive function will have an equal chance of being selected for testing from the random pool. Employees shall remain in the pool even after being selected and tested. An employee may therefore be selected for a random test more than once during the year. Employees will be selected anonymously using an identification number having no correlation to actual employee names. The employee must report immediately to the collection site after receiving notification of his/her selection from the random pool.

If the result of a random urinalysis test is positive, the employee will be immediately removed from his or her job. The same applies to a confirmed positive breath test where the employee's BAC is not a level that would warrant immediate discharge without recourse to rehabilitation. The employee may then apply for reinstatement, subject to the Return-to-Duty conditions (described below).

#### *Return-to-Duty Testing*

An employee with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test or any other activity violating this policy or state or federal law may not return to work until the employee is evaluated by a substance abuse professional and passes a return-to-duty test. To pass the return-to-duty test, the result must be a verified negative drug test or an alcohol test result of less than 0.02. The substance abuse professional will determine whether the employee needs to participate in a rehabilitation program and whether the employee has followed the recommendations for corrective action. A return-to-duty test will be performed only after the substance abuse professional has indicated that the employee has followed the corrective action recommendations.

When a subject employee tests positive or refuses a test or violates other provisions of an applicable DOT Regulation that employee cannot work again in DOT safety-sensitive positions until successfully completing the Substance Abuse Professional(SAP) return-to-duty requirements in Part 40. After successfully completing the SAP requirements, the employee may be eligible to return to work. But, before an employer can return the person to work in a safety-sensitive job, a SAP must determine that the employee

successfully complied with the recommended treatment and education. The employee must then have a return-to-duty test and the test result must be negative.

This policy is not to be interpreted to mean that the return of an employee to duty after compliance with these provisions is mandatory and/or immediate and any return to duty is subject to any disciplinary action taken against an employee.

#### *Follow-Up Testing*

In accordance with DOT requirements, employees permitted to return to duty are subject to unannounced follow-up testing for at least 12 months and not more than 60 months. The County will determine the frequency and duration of the follow-up testing in consultation with the substance abuse professional. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This follow-up testing is separate from and in addition to the regular random testing program. Accordingly, employees subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if it means being tested twice in the same day, week, or month. All testing will meet the requirements detailed in 49 CFR 40, Subpart O for employees subject to that regulation.

If an employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up alcohol tests and pass with a result of less than 0.04. As previously noted, an employee with an alcohol concentration of 0.02 or greater but less than 0.04 is prohibited from performing or continuing to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

If the employee is subject to alcohol tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

The County is responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both. Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

#### **Retesting at the Employee's Request:**

DOT regulations provide for a "split sample" procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. The employee whose urine test is positive may request that the split sample be tested at a separate laboratory meeting the required Federal certification. Federal regulations require the request to be made within seventy-two (72) hours.

All costs associated with the re-testing or split sample testing must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the MRO. If the result of the retest or split sample is negative, these costs will be reimbursed to the employee.

**Notification of Convictions:**

Pursuant to the requirements of the Drug-Free Workplace Act, of 1988 employees must promptly notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

**Consequences for Engaging in Drug and Alcohol Related Conduct:**

An employee who tests positive for drugs or refuses to submit to a test must immediately be removed from performing a safety-sensitive position. An employee who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until the employee has been evaluated by the substance abuse professional, completed all recommended treatment, and been subject to return-to-duty drug test with a verified negative result, as mandated by 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County retains the right to terminate an employee who tests positive for drugs or refuses to submit to a drug test.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 may not perform a safety-sensitive function until the employee's alcohol concentration measures less than 0.02.

An employee who has an alcohol concentration of 0.04 or greater may not perform a safety-sensitive function until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed the return-to-duty test with an alcohol concentration of less than 0.02. The County retains the right to terminate an employee who tests positive for alcohol or refuses to submit to an alcohol test.

The County will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the test are negative, the County reserves the right to require the employee to provide a new urine sample for testing. If the County declines to require a new test, or if the results of this new test are negative, the employee will be reinstated with no loss of seniority and paid back for wages lost.

For DOT subject employees:

- Reports of dilute specimens; dilute positives will be treated as verified positives.
- For dilute negatives, all employees will be required to immediately take another test. Should this second test result in a negative dilute result, the test will be

considered a negative and no additional testing will be required unless directed to do so by the MRO.

- Drug tests that are reported as invalid require that the employee immediately provide a new specimen under direct observation.
- Cancelled drug tests results require the immediate provision of another specimen.

**Contact Person:**

Federal regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be:

**Joann Schneider**  
County of Gloucester, P.O. Box 337, Woodbury, NJ 08096  
856-853-3264

Copies of relevant regulations are also available at this address.

**Effects of Alcohol and Drug Addiction:**

The Human Resource Manual will provide information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management. Please refer to HR 5.10 titled Employee Assistance Program as well as HR 7.6 Exhibit N titled Commonly Abused Drugs.

**Education and Training:**

For, but not limited to, employees performing a safety-sensitive function, the County will provide educational materials explaining the requirements of the Federal Drug and Alcohol Testing Regulations and its policies and procedures. Employees performing a safety-sensitive function will also be provided with training on the effects and indicators of alcohol and drug use in accordance with federal regulations. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

**Shared Responsibility:**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

**Certificate of Receipt:**

Subject employees will be required to sign a statement certifying that he or she has received a copy of these materials described in this section. The County shall maintain the original of the signed certificate.

<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>9 – TELEPHONE USE, VISITORS AND MAIL</b>	<b>REVISED: 6/21/17</b>

### **Telephone Use**

Telephones are for the use of employees in conducting official county business. Calls shall be answered promptly and with courtesy. Employees will be instructed in proper telephone techniques including, but is not limited to, the following:

- (1) Answering telephones promptly and with courtesy.
- (2) Identifying the department and give your name.
- (3) When taking messages, getting the caller's name, telephone number including area code, and a brief message. Also indicating the date and time of the call and the initials of the person taking the message.
- (4) Employees are not authorized to accept collect telephone calls.

Management staff is not allowed to utilize his/her cell phone, including texting, during any open public Gloucester County Board of Chosen Freeholders meeting.

For all County employees, personal phone calls/texts, except for emergencies, are strongly discouraged during regular work hours. This includes personal cell phones, pagers or any other electronic medium. Cell phones and pagers should be set on vibrate mode to avoid distracting co-workers. Personal calls/texts should be confined to meal and rest periods. Toll calls and/or long distance calls for personal business should not be made on a County phone.

**Use of hand held cell phones while operating County vehicles is strictly prohibited.**

### **Visitors**

All visitors must sign in at the reception desk and obtain a visitor's pass. Visitors should be greeted promptly and courteously. Visitors should be accompanied by an employee while visiting any County office. Employees are strongly discouraged from entertaining personal visitors during work hours. Should such visits occur, the length of the visit should be restricted to 10 minutes or during a meal or rest period.

**Mail**

Employees may choose to send personal mail to the U.S. Postal Service by utilizing the mail bins located within the various County departments and facilities. The employee must ensure such mail has the proper postage prior to placement in the mail bin. Any personal mail that does not have postage will be returned to the employee. Under no circumstances will the County pay postage for personal mail.

Receiving personal mail, catalogs and any other personal business through the County mail system or through personal delivery services (i.e. UPS, Fed Ex, etc.) is strictly prohibited.

Furthermore, employees should not send cash in inter-office mail.

**Department Head/designee:**

Instructs employees in telephone usage procedures and proper telephone answering techniques.

Ensures that visitor passes are available at their county location.

County of Gloucester  
Human Resources Manual

CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 11/21/06
SECTION:	2 – INJURY ON THE JOB	REVISED: 6/21/17

**EXHIBIT Z – REPORT OF JOB ACCIDENT**

Employee's Preliminary Report of Work-Related Injury to Employer  
(To be filled out by employee if possible)

*IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO SIGN ALL NOTES FOR EACH AND EVERY VISIT TO A MEDICAL PROVIDER AND TO NOTIFY HIS/HER DEPARTMENT OF WORK STATUS IMMEDIATELY AFTER EACH DOCTOR'S VISIT.*

Safety should be notified immediately of all accidents and/or injuries. On the day of the occurrence, this form should be completed and faxed to Safety at (856) 307-6689 as soon as possible.

Date of Report: \_\_\_\_\_ Reported injury to whom: \_\_\_\_\_

Employee's name \_\_\_\_\_

Date of injury \_\_\_\_\_ Date reported \_\_\_\_\_

Time employee started work \_\_\_\_\_ Time of accident \_\_\_\_\_

Place where injury happened \_\_\_\_\_

Detailed description of how injury occurred and if any piece of equipment was being used:

\_\_\_\_\_  
\_\_\_\_\_

What part(s) of the body were injured and what part(s) of the body do you currently feel pain?

\_\_\_\_\_

Is the employee requesting medical treatment at this time? \_\_\_ yes \_\_\_ no

Job Title \_\_\_\_\_ Department \_\_\_\_\_

Full Time or Part Time Employee \_\_\_\_\_

Employee's address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_

County of Gloucester  
Human Resources Manual

---

*I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE AND CORRECT. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I MAY BE SUBJECT TO DISCIPLINARY ACTION BY MY EMPLOYER.*

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Name (please print) \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

IF MEDICAL TREATMENT IS NOT REQUIRED,  
REMAINDER OF THE FORM DOES NOT  
NEED TO BE COMPETED.

County of Gloucester  
Human Resources Manual

---

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Date of Hire \_\_\_\_\_

Witness \_\_\_\_\_ Phone Number \_\_\_\_\_

List your primary care physician and his/her address and phone number for the past 10 years:

\_\_\_\_\_

Have you had treatment in the past for the same or similar medical conditions? \_\_\_yes \_\_\_no

If yes, provide the name and address of the treating physician(s) for this condition. List any medications you are or were taking for this condition/injury:

\_\_\_\_\_

Have you been treated by a chiropractor in the past 5 years? \_\_\_yes \_\_\_no

If yes, name and address of chiropractor

\_\_\_\_\_

Have you ever filed workers compensation claim(s) in the past for this medical condition?

\_\_\_yes \_\_\_no

If yes, please provide the details of the previous claim(s).

\_\_\_\_\_

Have you ever been involved in any motor vehicle collision in the past 5 years? \_\_\_yes \_\_\_no

If yes, provide the details of the crash, date and the nature of the injury and treatment.

\_\_\_\_\_

Have you had any MRI's, CT scans and/or X-ray in the past 5 years? \_\_\_yes \_\_\_no

If yes, please provide the details and the nature of the injury . \_\_\_\_\_

\_\_\_\_\_

Are you currently engaged in any other employment or have you ever been engaged in any other employment while you were employed by us? \_\_\_yes \_\_\_no

If yes, please list the names and addresses of these employers. \_\_\_\_\_

\_\_\_\_\_

Have you ever received pain management treatment? \_\_\_Yes \_\_\_No

\_\_\_\_\_

**Requesting Leave related to an On-the-Job Injury or Illness**

Should your injury be substantiated, it is important for you to be aware that only a GCIC authorized treating physician can authorize time off from work for an on-the-job injury or illness. The following procedures should be followed when seeking leave for a work-related injury:

1. If you are unable to report to work or complete a shift due to an issue arising as a result of your work-related injury, you should contact the treating physician immediately. Your GCIC authorized treating physician is:

\_\_\_\_\_ Phone: \_\_\_\_\_

- The only exception to this policy is if the issue constitutes a medical emergency in which case you should seek immediate treatment at a hospital emergency room.
  - You should contact the treating physician even if the issue arises during the treating physician's non-business hours. During non-business hours, such calls will be answered by the treating physician's answering service or voice mail (which will instruct you on how to reach the treating physician or the on-call physician).
2. You must also notify Safety Staff immediately by calling (856) 307-6634 or (856) 307-6688. If the call is placed after normal business hours, you should leave a detailed voice-mail message.
  3. You are also obligated to communicate with your supervisor to keep that person apprised of the situation. Your Department Supervisor is:

\_\_\_\_\_ Phone: \_\_\_\_\_

***You are reminded that the GCIC authorized treating physician is the only person that can authorize time off from work for an On-the-Job injury or illness.***

By signing below you acknowledge that you have read these procedures.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**THIS FORM MUST BE SIGNED AND RETURNED**

**NOTICE**

On August 14, 1998, the Governor enacted P.L. 1998, Chapter 74, which amends the New Jersey Workers' Compensation statute. P.L. 1998, Chapter 74 provides that a person who purposely and knowingly makes false or misleading statements for the purpose of wrongfully obtaining Workers' Compensation benefits will be guilty of a crime of the fourth degree. Pursuant to N.J.S.A. 2C:4303b(2), crimes of the fourth degree are punishable by imprisonment for up to 18 months and fines of \$10,000.

P.L. 1998, Chapter 74, also creates civil liability for all damages, costs and attorneys fees payable to the injured party attributable to wrongfully obtained benefits. This would require employee who make such statements and improperly received benefits to repay the benefits to his/her employer or its insurance carrier with simple interest.

P.L. 1998, Chapter 74, further permits the Division of Workers' Compensation to order the termination and complete forfeiture of Workers' Compensation benefits for employees found to have committed a violation.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

AUTHORIZATION FOR RELEASE OF INFORMATION IN CONNECTION  
WITH WORKERS' COMPENSATION

TO:

RE:

- I. **Pursuant to my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), by affixing my signature below I understand and voluntarily consent to the following:**

I hereby request and authorize that you disclose, make available and furnish to:

INSERVCO INSURANCE SERVICES, INC.  
New Jersey Claim Service Office  
PO Box 1457  
Harrisburg, PA 17105-1457

1.) Office notes; 2.) Charts; 3.) Diagrams; 4.) Pathology reports; 5.) Operative reports; 6.) Physical and lab tests; 7.) X-ray/imaging reports; 8.) X-ray/imaging films; 9.) Prescription notes; 10.) Treatment plans; and 11.) Discharge summary, with regard to the above named individual, from the inception of your records to the present.

**This authorization specifically excludes the release of health information related to psychiatric or mental health treatment, treatment of drug and/or alcohol abuse; treatment of Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV); and sexually transmitted diseases/viruses.**

II. **Rights and obligations under HIPAA:**

**A. Purpose of this request:** I understand that the information listed above in Section I is being requested by Inservco Insurance Services, Inc. for the specific purpose of investigating the pending workers' compensation claim I filed against the above named respondent/employer/third party payor and by signing this authorization I voluntarily consent to its release.

**B. Expiration Date:** Unless otherwise revoked, this authorization will expire six (6) months after the date of this authorization;

**C. Right to revoke:** I understand that I have the right to revoke this authorization at any time. I understand that the revocation must be in writing to the above named doctor/facility authorized to make this disclosure. I further understand that the revocation is only effective after it is received by the above named doctor/facility and does not apply to information that has already been release in response to this authorization.

**D. Impact on Medical Treatment:** I understand that my right to treatment, payment, enrollment or eligibility for benefits is not conditioned on me signing this authorization.

**E. Subsequent Disclosure:** I understand that any disclosure of information may be subject to re-disclosure by INSERVCO INSURANCE SERVICES, INC. and may no longer be protected by federal or state law.

---

Signature of Patient

---

Date

---

Signature Authorized Representative/Guardian in lieu of Patient

---

Date

By signing this authorization, the Authorized Representative and/or Guardian certifies that he or she has the authority to act on behalf of the person identified above on the basis of (please explain):

---

---

---

---

County of Gloucester  
Human Resources Manual

---

Claim Number \_\_\_\_\_

Please list the name and address of your primary care physician, any other doctor or medical facility that you may have used in the last 5 years. This information can also be faxed back to us when it is completed.

Thanks for your anticipated cooperation.

Inservco Insurance Services  
-----

Name of your Primary Doctor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_  
-----

Below please list any other doctor/doctors that you have treated with in the past 5 years:

Doctor's name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone# \_\_\_\_\_

Claimant's Signature: \_\_\_\_\_

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

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>8 – SAFETY AND SECURITY</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>4 – INCIDENTS INVOLVING COUNTY PROPERTY</b>	<b>REVISED: 6/21/17</b>

**EXHIBIT W – NOTICE OF ACCIDENT/INJURY FORM**

*\*\*\*To be completed in the event of an automobile accident, injury, incident on County premises or a County sponsored event.\*\*\**

Upon notification of an accident, immediately call Safety at (856) 307-6688, (856) 307-6634 or (856) 853-3268

Complete this form and deliver within 1 business day to:

- Fax: (856) 307-6689

Please indicate what type of accident happened:

- Auto accident
- Damage to property of others
- Injury to others on County Property
- Other

Department \_\_\_\_\_

Date and time of accident: \_\_\_\_\_

Where did the accident occur (location, building, road, etc.)?

\_\_\_\_\_  
\_\_\_\_\_

Describe the accident and include the weather conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County of Gloucester  
Human Resources Manual

---

**Describe any County property that was damaged (if County vehicle: vehicle year, make and model):**

---

**VIN (vehicle identification number) and license tag number:**

---

**Who was driving County vehicle:**

---

**Other person(s) involved: Owner name and address. Description of property damage.**

---

---

---

**List injured person(s) and nature of their injury:**

---

---

---

**Contact Information (Name, address, and phone number of all parties involved):**

---

---

**Name, address, and phone number of all witnesses:**

---

---

---

**How was the claim reported?** \_\_\_\_\_

---

County of Gloucester  
Human Resources Manual

---

Is there a Police Report? \_\_\_\_ Yes \_\_\_\_ No      If yes, please attach.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

*Please use another sheet of paper for any additional comments or information and if pictures were taken at the scene of the accident, please include with form.*

**Instructions on Completing the Notice of Accident Form**

Although we would like as much detail as possible, it is more important to provide us with the notice of accident as soon after the accident is reported to you. If this accident occurs after normal business hours, please leave a message on voicemail – (856) 307-6687, (856) 307-6634 or (856) 853-3268.

**Date and time of accident:** *Please indicate the date and time the accident occurred, not the date it was reported.*

**Where did the accident occur?:** *Please state the complete location address of the accident. If it is an auto or general liability (i.e. slip and fall) accident include cross streets. If the accident occurred within a building, include the floor and room.*

**Describe the accident:** *Please give a detail account of the events that led to the accident. (i.e. auto accident – indicate the weather conditions, indicate which party caused the accident, indicate any other details which aid in the description; slip and fall accident – indicate any defect with the flooring or sidewalk, indicate weather conditions, indicate any other details which aid in the description.*

**What property was damaged?:** *Describe the property damaged. If County property, include serial # and location where damaged property is now located.*

**List injured person(s) and nature of their injury:** *List each person injured and a brief description of injury (i.e. broken leg or back pain).*

**Contact Information:** *Please provide the name, address, and phone number of the person(s) making the claim and injured person(s).*

**Name, address and phone number of all witnesses:** *Please provide the name, address, and phone number of the person(s) who witnessed the accident (include City employees).*

**How was the claim reported?:** *Please indicate whether the accident was reported in person or a notice was submitted via mail.*

**Is there a Police Report?:** *Self-explanatory.*

**Signature:** *Person completing this form.* **Title:** *Self-explanatory.*

**Date:** *Date the form was completed.*

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>9 – GENERAL RULES AND REGULATIONS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>3 - VITAL INFORMATION</b>	<b>REVISED: 6/21/17</b>

**EXHIBIT X – NOTICE OF VITAL INFORMATION CHANGE**  
(NAME, ADDRESS, EMAIL, PHONE NUMBER AND/OR EMERGENCY CONTACT)

Department: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ New Name\*: \_\_\_\_\_

New Email Address: \_\_\_\_\_  
*(This is the email address used for your direct deposit)*

Reason: \_\_\_\_\_ Marriage/Civil Union \_\_\_\_\_ Divorce/Dissolution of Civil Union  
\_\_\_\_\_ Legal Name Change \_\_\_\_\_ Other: \_\_\_\_\_

PLEASE NOTE: Name changes require a copy of a social security card reflecting the change.

New Address: \_\_\_\_\_  
(Street or P.O. Box)  
\_\_\_\_\_  
(City, State, Zip)

New Phone Number (Home): \_\_\_\_\_

New Phone Number (Cell): \_\_\_\_\_

**Emergency Contacts – Please name two**

_____ (Name)	_____ (Name)
_____ (Relationship)	_____ (Relationship)
_____ (Home Phone Number)	_____ (Home Phone Number)
_____ (Cell Phone Number)	_____ (Cell Phone Number)

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Please return this form to your payroll clerk who will in turn forward to Human Resources. Thank you.*

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>9 – GENERAL RULES AND REGULATIONS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>3 – VITAL INFORMATION</b>	<b>REVISED: 6/21/17</b>

Employees' vital information impacts a variety of areas concerning their employment with Gloucester County. Should any changes in an employee's life occur, that in turn changes the employee's vital information, it is important that these changes are communicated to the proper areas.

It is the employee's responsibility to notify the Human Resources Department **within 30 days** of any and all health benefit coverage/life altering events. The employee must submit a copy of the appropriate documentation (divorce decree, birth certificate, proof of adoption, death certificate, marriage license, civil union license, proof of legal name change, as applicable). Each employee should also report change of address and/or phone number to the Human Resources Department.

**Employee:**

Notifies the Human Resources Department of any changes in the following list of vital information (utilizing HR 9.3 Exhibit X "Notice of Vital Information Change") and/or 5.1 Exhibit N "Notice of Change in Medical Benefit Status" forms:

- (1) Name
- (2) Address
- (3) Telephone Number
- (4) Emergency Contact
- (5) Dependent Children
- (6) Changes in health care program status
- (7) Family/marital/civil union status

Also, employees should notify Human Resources of any changes in beneficiaries in life insurance or pension program.

Furthermore, employees should notify the Treasurer's Department of any changes in W-4 Form Deductions.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>9 – GENERAL RULES AND REGULATIONS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>9 – USE OF COUNTY VEHICLES</b>	<b>REVISED: 6/21/17</b>

County vehicles assigned to employees are the responsibility of those employees and are to be used for County business only. Employees may access County vehicles through their department, or with advanced notice, employees may request the use of a vehicle through the “Loaner Vehicle” form, which is available from the Department Head/designee.

All drivers of County vehicles must possess a valid driver’s license, and if applicable, a CDL. The County reserves the right to check an employee’s motor vehicle record at least annually after the date of hire. Furthermore, all drivers of County vehicles are required to give written notice within three (3) business days with a copy of suspension or revocation to his/her Department Head if his/her driver’s license is suspended or revoked.

The County reserves the right to monitor the use of County vehicles. The County shall or may utilize GPS (global positioning systems) in any of its vehicles or equipment whether owned or leased.

County vehicles are to be used for official business only, unless otherwise authorized by the Board of Freeholders. Unauthorized personal use of vehicles is prohibited and shall be cause for disciplinary action and/or termination of employment (4A:2-2.3 a (8)). Only authorized employees are allowed to take home a county vehicle. Permission to take home a county vehicle is determined by duly appointed Freeholder Board designees.

Employees who fail to follow established reporting procedures or are negligent in the use of County property or vehicles may be subject to disciplinary action.

Employees may be liable for damages incurred to or caused by County equipment, property, and/or vehicles if such damage is the result of employee negligence. Any employee who is negligent in the operation of a County vehicle may be subject to disciplinary action.

Parking and speeding tickets must be paid by the driver.

Any incidents involving County employees, property or vehicles which result in damages or injuries, no matter how minor, must be reported by the employee to his/her Supervisor immediately. (See HR 8.4 titled “Incidents Involving County Property”). Any damage to County vehicles must be reported, via the Vehicle Accident Report, available in the glove

compartment of the car, to the Safety Coordinator of the Human Resources Department by the end of the next working day. (Please refer to HR 8.4 for more details).

Only authorized persons may be transported in County vehicles.

Vehicles shall be used for official, work-related activities only. This does not include such activities as excursions for check cashing, coffee break, or responding to an emergency (HR 9.6).

Insurance premiums and registrations are paid by the County. Current insurance and registration cards will be placed in vehicle glove compartments.

All occupants of County vehicles must wear seat belts at all times.

**Use of hand held cellphones while operating County vehicles is strictly prohibited.**

**Employee:**

Inspects the vehicle prior to operating it to ensure no problems are present and a safe trip is expected.

Ensures the current vehicle registration and insurance card are in his/her possession.

Ensures valid inspection sticker is displayed on windshield.

Should obey the rules of the road and share the road courteously with others. If a parking or speeding ticket is issued, the employee is responsible for paying the fine. Furthermore, the employee must provide proof of such payment to his/her Department Head.

Keeps vehicles assigned to him/her clean.

Fills out mileage sheet with each use.

Reports any incidents involving County vehicles which result in damages or injuries, no matter how minor, to his/her Supervisor immediately.

Notifies his/her Department Head if his/her driver's license is suspended or revoked.

**Department Head/designee:**

Ensures vehicles assigned to his/her department are clean, in good operating condition, serviced according to the established preventative maintenance schedule, and inspected by the New Jersey Division of Motor Vehicles as required.

Authorizes employee use of vehicles assigned to their work unit.

Provides proof of fine payments as applicable.

Ensures the Safety Coordinator is notified of county vehicle accidents involving a member of their staff.

Contacts Human Resources and Safety if receives notice that an employee's driver's license is suspended or revoked.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>9 – GENERAL RULES AND</b>	<b>ADOPTED: 6/21/17</b>
<b>SECTION:</b>	<b>REGULATIONS</b>	
	<b>9 – USE OF COUNTY VEHICLES</b>	<b>REVISED:</b>

**EXHIBIT A –**

**USE OF COUNTY VEHICLES**  
**ACCEPTANCE OF POLICY STATEMENT**

I understand and will abide by all of the above policy procedures. I understand that violating any part of the policy procedures may in-fact be grounds for the loss of driving of County vehicles privileges and/or disciplinary action up to and including termination of County employment.

I acknowledge that I have received a copy of the Use of County Vehicles policy of Gloucester County (HR 9.9 Use of County Vehicles) and have read and understand this policy in its entirety. I further acknowledge that I will adhere to this policy.

NAME (Please print): \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*(Please sign and return this page to the Human Resources Department upon receipt)*



County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>9 – GENERAL RULES AND REGULATIONS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>10 – REIMBURSEMENT FOR EXPENSES</b>	<b>REVISED: 6/21/17</b>

Employees who receive advance approval from their department head will be reimbursed for legitimate reasonable expenses, including travel expenses associated with the use of a personal vehicle. HR 9.10 Request for Reimbursement Form is provided for the employee to use in seeking reimbursement.

Reimbursements include General Expenses (as per negotiated contract); Mileage Expenses (as per negotiated contract and IRS regulations); and Tolls and Parking Expenses. All requests for such reimbursement must be itemized and accompanied by receipts. Mileage reimbursement requests should be based on **actual** miles traveled and exclusive of travel to and from the employee's work station site. Please note that, in accordance with IRS regulations, an Employee is not eligible for mileage reimbursement when a County vehicle is made available to the Employee and instead of using the County vehicle provided for this purpose, the Employee opts to use his/her own vehicle. In this case, the Employee is not eligible for mileage reimbursement.

In the event any employee is required to travel out of the State of New Jersey in the course of his/her employment, he/she shall follow the guidelines detailed below (as stated in the Purchasing Procedures Manual):

All requests for reimbursements must first be approved by the Department Head. Once approved, a purchase requisition must be submitted to the Purchasing Department with an approved Travel Authorization Form attached (please see HR 9.10 EXHIBIT Y titled "Travel Request Form"). This requisition must be submitted with enough time being allowed for arrangements to be made.

When there is not enough time allowed for the above, reimbursement will only be made to the employee with all proper documentation attached to the requisition, including a completed Travel Request Form (please see HR 9.10 EXHIBIT Y titled "Travel Request Form").

A requisition with documentation attached, such as the original receipts for tolls and meals and a mileage log, should be forwarded to the Purchasing Department. In the case of reimbursement for Department Heads, as in the past, the requisition must first be submitted to the Department's Freeholder for signature and then forwarded with documentation attached to the Purchasing Department.

County of Gloucester  
Human Resources Manual

---

All requests for reimbursement must be submitted in a timely fashion but in no case should requisitions lapse over 90 days. Please do not submit claims for reimbursements until they have reached a total of \$25.00. Once this amount is reached, you have until the end of the following month to submit the requisition. Any expenses incurred during the month of December must be submitted by January 30<sup>th</sup> of the following year. Failure to submit a timely claim may result in denial of your reimbursement.

**Employee:**

Seeks approval for expenses prior to incurring the cost.

Seeks approval for travel expenses, prior to traveling, from Department Head by completing the Travel Request Form

**Department Head/Designee:**

Approves or disapproves employee expenses.

Submits requisitions for their own travel expenses to the Deputy Treasurer to initiate the approval process.

B-1

**RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2017 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2017 TO JUNE 30, 2018**

**WHEREAS**, the Gloucester County Office of Emergency Management prepared a FY2017 Emergency Management Assistance Agency Grant application in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders deem this to be beneficial to the citizens of the County; and

**WHEREAS**, the Department of Emergency Management reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Board of Chosen Freeholders acknowledges that the amount of County grant funds to be requested is \$55,000.00, with an in-kind match of \$55,000.00, for a total amount of \$110,000.00, from July 1, 2017 to June 30, 2018; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders authorize Dennis McNulty, Gloucester County Emergency Management Coordinator to execute any and all documents related to the FY2017 Emergency Management Agency Assistance Grant.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FY2017 Emergency Management Assistance Agency Grant, in the total amount of \$110,000.00, which includes an in-kind match of \$55,000.00, from July 1, 2017 to June 30, 2018.
2. The Gloucester County Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.
3. The Gloucester County Board of Chosen Freeholders hereby authorize Dennis McNulty, Gloucester County Emergency Management Coordinator to execute any and all documents related to the FY2017 Emergency Management Agency Assistance Grant.

**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 21, 2017.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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



(Attached Documentation)

TOTAL PROGRAM BUDGET \$ \$110,000

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 103,500

TOTAL OTHER EXPENSES (b): \$ \_\_\_\_\_

TOTAL FRINGE (c): \$ 6,500

TOTAL PROGRAM COST (d): \$ 110,000

TOTAL GRANT FUNDING (e): \$ 55,000

TOTAL COUNTY FUNDING (f): \$ 55,000

DEPT. HEAD: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\*\*\*PLEASE FORWARD ONE HARD COPY 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.

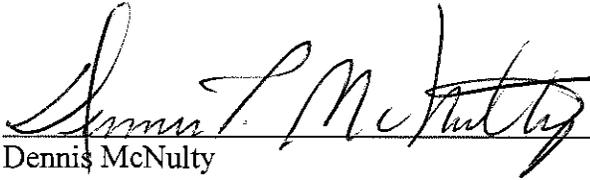
---

**APPLICATION AUTHORIZATION**

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Division of State Police for the following subaward project:

**Emergency Management Performance Grant – Emergency Management Agency Assistance Subaward Program for FY2017**

  
Dennis McNulty

May 16, 2017  
(Date)

Dennis McNulty, Emergency Management Coordinator  
(Print Name and Title)

Gloucester County Office of Emergency Management  
(Name of Unit of Government)

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
OFFICE OF EMERGENCY MANAGEMENT  
FY17 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT PROGRAM

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. 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.

**Certification Regarding Lobbying**

The applicant certifies, to the best of its knowledge and belief, that

1. 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 or 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subawards, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.



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

**Certification Regarding a Drug- Free Workplace (Grantees Other Than Individuals)**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001.

The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
5. 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 or convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office. Notice shall include the identification number(s) of each affected grant.
6. 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.

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL

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

Place of Performance for the site(s) for the work done in connection with the specific grant. (Street address, city, county, State, zip code).

1200 North Delsea Drive, Clayton NJ 08312

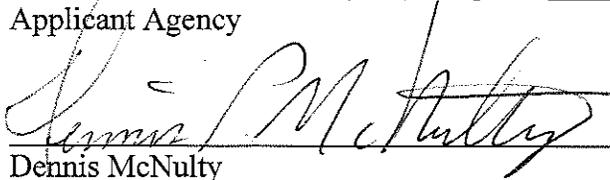
The undersigned shall require that the language of this certification be included in the award documents for all subawards (including contracts under grants, cooperative agreements, and sub-contracts) and that all subrecipients shall certify and disclose accordingly.

**Certification**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above-referenced requirements in accordance with the FY2017 Emergency Management Agency Assistance Grant Program.

Gloucester County Emergency Response  
Applicant Agency

FY17-EMPG-EMAA-0800  
Subaward Number (if known)

  
Dennis McNulty

Emergency Management Coordinator  
Title of Authorized Official

DENNIS P. McNulty  
Printed Name of Authorized Official

May 16, 2017  
Date



BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
**Robert M. Damminger**

FREEHOLDER LIAISON  
**Giuseppe (Joe) Chila**



DEPARTMENT OF  
EMERGENCY RESPONSE

EMERGENCY RESPONSE  
COORDINATOR  
**J. Thomas Butts**

1200 N. Delsea Drive  
Clayton, NJ 08312

Phone 856.307.7100  
Fax 856.863.5839

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)  
[tbutts@co.gloucester.nj.us](mailto:tbutts@co.gloucester.nj.us)

New Jersey Relay Service-711  
Or Toll-Free 1-800-852-7897

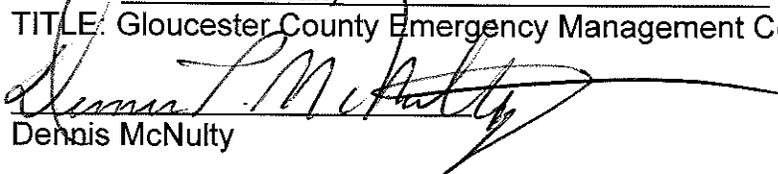
May 30, 2017

New Jersey Office of Emergency Management  
ATTN: Major David Brady  
P.O. Box 7068  
River Road  
West Trenton, New Jersey 08628

RE: FY 2017 EMPG EMAA

The Authorizing Official of Gloucester County certifies:

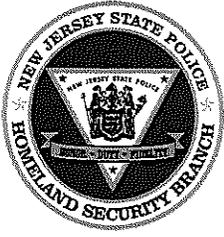
NAME: Dennis McNulty  
TITLE: Gloucester County Emergency Management Coordinator

  
Dennis McNulty

whose specimen signature appears on the above line, is authorized to authenticate and certify claims for payment and other related documentation and schedules under the provisions of the attached FY 2017 EMPG EMAA award to the [YOUR COUNTY/MUNICIPALITY] Office of Emergency Management.

NAME: Robert M. Damminger  
TITLE: Gloucester County Freeholder Director

Robert M. Damminger



Department of Law and Public Safety  
Division of State Police  
Homeland Security Branch  
Emergency Management Section  
Emergency Response Bureau



## **FY 2017 Emergency Management Agency Assistance (EMAA)**

### **Subaward Program Guidance**

Funded through the FY 2017 Emergency Management  
Performance Grant

CFDA 97.042

*Funding for this EMMA Subaward program is contingent upon the receipt of the Emergency Management Performance Grant. Award amounts are subject to change based upon the federal award to the State.*

### **Eligibility**

All county Emergency Management Agencies, as well as any municipal Emergency Management Agencies which submitted the Eligibility Questionnaire and were determined to be eligible for Emergency Management Agency Assistance (EMAA) funds.

### **Deadline**

Submission of completed applications are due to NJOEM by Friday, June 23, 2017.

### **Contact Information**

For assistance with the requirements of this solicitation, contact your Emergency Response Bureau (ERB) Field Representative.

**Emergency Management Performance Grant**  
**and**  
**Emergency Management Agency Assistance Subaward**  
**Information**

**Title of Opportunity:** Emergency Management Performance Grant

**CFDA Number:** 97.042

**Federal Agency Name:** FEMA Grant Programs Directorate (GPD)

**State Award Number:** Pending

**Announcement Type:** Emergency Management Agency Assistance (EMAA) Subaward

**Anticipated Performance and Budget Period Dates:** July 1, 2017 through June 30, 2018

**Application Due Date:** Individual local agency applications due to County OEMs as determined. County submission of completed application and certification of local agencies by the deadline.

**Available funding:** To be determined.

**Match:** 50% Federal and 50% subrecipient (dollar for dollar of non-federal funds) cash or in-kind match.

**Project Objectives:**

The EMMA Subaward Program is open to all county and municipal government Emergency Management Agencies for activities as approved under the County and Municipal EMMA Workplans.

## OVERVIEW

Day-to-day disasters continue to highlight the critical importance of effective catastrophic all-hazards preparedness, which includes prevention, mitigation, protection, response, and recovery activities. An all-hazards approach to emergency management preparedness, including the development of a comprehensive program of planning, training, and exercises, provides for an effective and consistent response to any disaster or emergency, regardless of the cause.

The Emergency Management Performance Grant (EMPG) Program provides funding to assist State and local governments in enhancing and sustaining their all-hazards emergency management capabilities. As a result, funds are made available to county and municipal agencies under the Emergency Management Agency Assistance Subaward Program. A fifty percent (50%) Federal and a fifty percent (50%) local match, cash or in-kind, is required.

An essential component to achieving State emergency management goals and target capabilities involves establishing strong working relationships with neighboring jurisdictions. These relationships are necessary for developing performance capabilities that leverage joint operations, mutual aid and support local, regional, tribal, State-to-State, and nationwide priorities, particularly when responding to a catastrophic event.

*Applicants should be aware that the State has not yet submitted an application to the United States Department of Homeland Security for this FY2017 EMPG award. An application will be submitted when the funding opportunity becomes available. Subawards are solely contingent upon the availability of Federal funds. The State reserves the right to decline any and all applications for funding and to award grants in amounts different than requested. Applicants previously funded are not guaranteed continued funding or funding at previous levels.*

**\*\*Please take note of the requirement to budget for fringe benefits on page 5 of these guidelines.**

## ELIGIBLE APPLICANTS, FUNDING AVAILABILITY and APPLICATION DEADLINE

### Eligible Applicants

All county Emergency Management Agencies, as well as any municipal Emergency Management Agencies that submitted the Eligibility Questionnaire and were determined to be eligible for Emergency Management Agency Assistance (EMAA) funds are eligible to apply.

### ***National Incident Management System (NIMS) Implementation Compliance***

In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

Comprehensive information concerning NIMS implementation and compliance for states, tribal nations, local governments, nongovernmental organizations, and the private sector is available at <https://www.fema.gov/national-incident-management-system>.

States, tribal nations, and local governments should continue to implement the training guidance contained in the *5-Year NIMS Training Plan*, released in February 2008.

#### Funding Availability

FY 2017 EMAA Subaward Funds will be allocated consistent with the FY 2017 EMAA funding cycle. Applicants may apply for the amount determined through the pre-application evaluation process as conducted by NJOEM and may be subject to change based upon the allocation to the State. The awarding entity, NJOEM, is responsible for determining if respective subrecipients have demonstrated sufficient progress to disburse awards.

Applicants may be awarded an amount other than the applicant maximum identified. A 50% match (dollar for dollar of non-federal funds) of cash or in-kind is required.

#### Application Information and Deadline

Application deadline: **June 23, 2017**

All county and municipal applications shall be submitted via the NJEMGrants online system. It is the responsibility of the individual applicant to be familiar with NJEMGrants. NJOEM will provide multiple training sessions prior to the application deadline.

**County applicants are required to ensure that the municipal applications are completed and submitted by the application deadline. County applicants should set their own municipal deadlines prior to the application deadline to allow adequate time to review and correct the municipal applications. As such, County applicants are also required to submit the “County Certification of Local Agencies Applications” form as part of the County application. This form certifies that the applications received from the municipalities within their respective county were reviewed and determined to be complete.**

#### **EMAA PROGRAM GUIDANCE**

All EMAA applicants must submit a description of project(s) proposed for the FY 2017 EMAA period of performance. In addition, the application must include a detailed budget and budget narrative that enumerate all expenses associated with project and identify the match. All forms to be completed are included in the EMAA Application Kit.

A copy of the signed Workplan must be included with the application. The Workplan will serve as the Project Narrative.

#### Funding Restrictions

Allowable costs include Salaries, Fringe Benefits, and Indirect Costs. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings.

## Allowable Costs

### Salaries

Salaries are allowable under the EMAA subaward program. These costs must be reasonable, necessary, and adequately supported pursuant to Federal cost principles at 2 CFR Part 200, Subpart F (2 CFR 200.400 *et seq.*). Proposed salary costs should be linked to achieving objectives outlined in the EMAA Workplan.

### Fringe Benefits

If an employee's salary is reflected in Category A of the Budget Detail Worksheet as a project cost, the employee's corresponding fringe benefits **must** also be included (if the applicant provides the employee with fringe benefits). The corresponding fringe must be included whether it is being paid for by grant funds or from another source (*i.e.* match). Fringe benefits should be based on actual known costs or an established formula and are **only** for the percentage of the employee's time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman's Compensation, and Unemployment Compensation.

For example, if an applicant requests that 10% of an OEM coordinator's salary be charged to the grant program, then the applicant must display 10% of the OEM coordinator's fringe benefits in the Budget Detail Worksheet.

Please note, that applicants are not required to budget or provide fringe benefits to employees who do not receive them. **If an employee does not receive fringe benefits, please indicate so in the budget narrative.**

### Indirect Costs

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. 2 C.F.R. Part 200 provides the following three (3) options to applicants with respect to indirect costs:

- (1) **The applicant can elect to use its approved, federally-recognized, negotiated Indirect Costs Rate (ICR).**
  - The applicant **must** submit a copy of the federal approval of its ICR with its application for funding.
  - The applicant can elect to seek indirect costs at a rate LOWER than its federally-recognized, negotiated ICR, but is still required to submit a copy of the federal approval of its ICR with the application.
  
- (2) **The applicant may claim indirect costs using the 10% de minimis ICR, *IF* the applicant has NEVER had an ICR negotiated with the Federal Government and the applicant meets the conditions below:**
  - By choosing this option, the applicant is certifying that the entity meets the following criteria to be qualified for the de minimis rate:
    - The entity is a non-federal, non-state or local government that has never received a federally recognized negotiated ICR,

**OR**

- 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.
- The 10% de minimis ICR is applied to Modified Total Direct Costs (MTDC), which is defined per 2 C.F.R. § 200.68 as:
  - 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,
- 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).
- 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.

#### **Unallowable Costs**

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- Equipment purchases
- Training and exercising

### **SUBAWARD PROGRAM AND APPLICATION REQUIREMENTS**

#### Period of Performance

It is anticipated that the period of performance for the FY 2017 EMAA subaward is July 1, 2017 through June 30, 2018. Agencies must complete their projects by June 30, 2018.

#### Cost Share Requirements

EMAA has a 50% Federal and 50% subrecipient (dollar-for-dollar of non-federal funds; example: Federal - \$55,000; Match - \$55,000) cost-share cash or in-kind match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds.

#### Requirements for Matching or Cost Sharing

Funds provided for a match must be used to support a federally funded project and must be in addition to, and therefore **supplement**, funds that would otherwise be made available for the stated program purpose. Match is restricted to the same use of funds as allowed for the Federal funds. All cost-sharing or matching funds claimed against a FEMA grant must meet the requirements of the program guidance and/or program regulations as contained within 2 C.F.R. Part 200. Except as

provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

The source of the match funds must be identified in the grant application. Every item must be verifiable, *i.e.*, tracked and documented. Any claimed cost share expense can only be counted once. Matching contributions need not be applied at the exact time or in proportion to the obligation of the Federal funds, unless stipulated by legislation. However, the full matching share must be obligated during, and by the end of the period, for which the Federal funds have been made available for obligation under an approved program or project.

#### Types of Match

1. *Cash Match* includes non-federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 C.F.R. 200.306
2. *In-kind Match* includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the subrecipient receiving the contributions expends them as allowable costs in compliance with 2 C.F.R. 200.306.

**Salary and fringe benefits of individuals who work on the funded project or provide services directly related to the project can be used as in-kind match.** Usually a percentage of an individual's time is used since the individual may not be assigned full time to the project. In any case, the individual must keep a record of time and certify the time spent on the project just as if the individual was being paid from the grant.

If volunteers are used on the project, their time can be calculated and used as a match. The amount provided would be at the same rate that the individual would receive if they were being paid to perform the duty.

If an agency is providing the project with supplies that are not covered under the grant but are necessary to the project, then the costs of the supplies may be used.

#### Records for Match

Subrecipients must maintain records which clearly show the source, the amount, and the application of all matching contributions. In addition, if a program or project has included within its approved budget contributions which exceed the required matching portion, the recipient must maintain records of them in the same manner as it does for the federal funds and required matching shares.

#### Application Process

Instructions for completing application forms, including a checklist of required documents, are part of the Application Kit. You may obtain an electronic format application from the NJEMGrants online system. Paper applications can be provided upon request.

## **Application Requirements**

The following forms or information must be submitted with the application. Please read these documents carefully as signatures on these documents are treated as a material representation of fact upon which reliance will be placed.

1. Application Authorization;
2. Certification of Local Agencies within the County (Counties only);
3. Assurance – Non-Construction Programs;
4. Department of Law and Public Safety Debarment and Suspension Certification with proof of compliance;
5. Federal Certification Regarding Debarment, Suspension, Lobbying, and Drug-Free Workplace;
6. Single Audit Certification with proof of compliance (proof of compliance only required if applicant is subject audit requirements);
7. Signature Specimen (if necessary);
8. Budget Detail Worksheet;
9. Budget Narrative; and
10. Workplan (County or Municipal)

## **Additional Application and Award Information**

### Resolution

An applicant's governing body must adopt a resolution requiring approval of the Director of the Division of Local Government Services for the insertion of any special item of revenue from any public or private source which was unknown at the time of adoption of the annual budget. The resolution must include, at a minimum, the statutory reference, title, and the date of adoption. Applicants should refer to Chapter 159 Procedures (NJSA 40A:4-87) for specific resolution requirements. Additionally, each resolution should contain the project amount (**specifically list out the required federal share and match amount**), and a list of officials authorized to execute the subaward materials.

**A signed resolution must be submitted with the subaward (not with this application).** A resolution checklist will be provided to successful applicants in the subaward packet to serve as a guide. The information provided in this checklist must be contained in your resolution. Please also note that this checklist may not be sufficient for the counties or locals to satisfy their reporting requirements to the Local Finance Boards.

### Federal Financial Accountability and Transparency Act

Subrecipients receiving \$25,000 or more in federal grant funds must comply with the Federal Financial Accountability and Transparency Act (FFATA) which establishes a single website where the public may access and search data on federal financial assistance awards including

subrecipients. **If required, a completed FFATA form must be submitted with the subaward (not with this application).**

#### Data Universal Numbering System (DUNS) Number

The Federal Government requires that all applicants for federal grants and cooperative agreements with the exception of individuals, other than sole proprietors, have a DUNS number. The DUNS number is a unique 9-digit identification number provided by Dun & Bradstreet (D&B).

The DUNS number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a DUNS number. Organizations should try to keep DUNS numbers to a minimum. In many instances, a central DUNS number with a DUNS number for each major division/department/agency that applies for a grant may be sufficient. The requestor may obtain an on-the-spot DUNS number assignment by telephone at 866-705-5711.

All applicants must provide proof of their active DUNS number status from the System for Award Management (SAM). This proof can be found at <http://www.sam.gov> and submitted with the application package.

#### System for Award Management (SAM)

SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. The Federal Government requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must update or renew their SAM registration annually to maintain an active status. Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

NOTE: Please check with your central governmental office to determine whether or not there is a DUNS Number and SAM registration that currently covers your agency.

#### Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicants must submit a certification that they are not suspended or excluded from receiving federal funding

#### Employment Eligibility Form

Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

#### Disclosure of Lobbying Activities

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

#### Certification Regarding a Drug- Free Workplace (Grantees Other Than Individuals)

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001.

#### Civil Rights

All recipients of federal grant funds are required to comply with nondiscrimination requirements contained in various federal and state laws. All subrecipients should consult their award Conditions to understand the applicable legal and administrative requirements. Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

#### Nonsupplanting Requirement

Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### Notice of Award

After NJOEM approves an application, the subaward will be executed and the applicant will be notified via the NJEMGrants online system.

#### Monitoring, Reporting, Evaluation, and Reimbursement Requirements

**All costs charged to federal awards must be adequately documented. See 2 C.F.R. § 200.403. Subrecipients must provide supporting source documentation (e.g. timesheets, payroll records, activity reports) with their reimbursement requests. Subrecipients must ensure that their costs are allowable, accurate and correlate to the source documentation provided. Division grant staff will review all Subrecipient source documentation prior to approving reimbursement requests. Costs lacking sufficient support may not be reimbursed.**

Federal regulations also require that any financial assistance from the Federal Government be monitored to ensure that those funds are spent properly.

Quarterly programmatic progress reports on the FY 2017 EMAA Workplans are required to be submitted to NJOEM. These reports reflect progress made toward the completion of activities included in the approved Workplans.

A year-end financial report must also be submitted. Quarterly financial reports are NOT required.

To ensure grant compliance, NJOEM staff, in accordance with federal guidelines, may take a number of monitoring approaches, such as site visits, office-based grant reviews, and periodic surveys to gather information.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

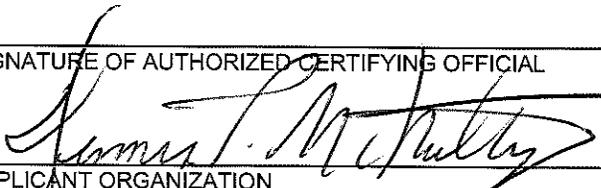
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Emergency Management Coordinator
APPLICANT ORGANIZATION Gloucester County	DATE SUBMITTED June 1, 2017

DEPARTMENT OF LAW & PUBLIC SAFETY DEBARMENT AND SUSPENSION  
CERTIFICATION

Applicant/Subrecipient: Gloucester County Emergency Response

DUNS Number: 957362247

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: Dennis McNulty

Title: Emergency Response Coordinator

Signature: 

Date: May 16, 2017



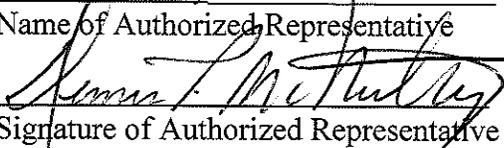
**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
OFFICE OF EMERGENCY MANAGEMENT  
FY17 EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM**

**Certification of Local Agencies within the County**

I acknowledge that the following municipalities within Gloucester County are eligible applicants for the FY17 EMAA subaward and are therefore subject to County Workplan Items #11 and #12:

Deptford Twp.  
Borough of Glassboro  
Monroe Twp.  
Washington Twp.

Dennis McNulty  
Name of Authorized Representative

  
Signature of Authorized Representative

Emergency Management Coord.  
Title of Authorized Representative

May 30, 2017  
Date

## EMPG EMAA Subaward Budget Detail Worksheet

*The EMPG EMAA Subaward Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.*

**A. Salaries** – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project.

Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Annual Salary	% of Time on Project	Federal Amount	Non-Federal Amount
Dennis McNulty – Emergency Management Coordinator	\$115,000	90%	\$55,000	\$48,500
Subtotals:			\$55,000	\$48,500

**Personnel Subtotal:**     \$103,500    

**B. Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman's Compensation, and Unemployment Compensation. **If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. If you do not have an applicable fringe rate, then you need to state that in your Budget Narrative as well.**

Name/Position	Annual Salary	% of Time on Project	Fringe Applicable Total Salary	Fringe Benefit Percentage	Federal Amount	Non-Federal Amount
Dennis McNulty Emergency Management Coordinator	\$115,000	90%	\$103,500	7.87%	\$0.00	\$8,145
Subtotals:					\$0.00	\$8,145

**Fringe Benefits Subtotal:**     \$8,145

- C. Training –NOT ALLOWABLE
- D. Equipment –NOT ALLOWABLE
- E. Exercise(s) –NOT ALLOWABLE
- F. Construction –NOT ALLOWABLE
- G. Consultants/Contracts –NOT ALLOWABLE

H. Indirect Costs –See attached Indirect Costs Rate Fact Sheet for additional guidance. Applicants that are taking indirect costs must explain in the budget narrative the basis for the total modified direct costs and provide a copy of their approved federally-recognized negotiated indirect cost rate agreement (if not claiming indirect costs using the 10% *de minimis* rate).

Total Modified Direct Costs	Indirect Cost Rate (%)	Federal Amount	Non-Federal Amount
\$0.00	\$0.00	\$0.00	\$0.00

Indirect Costs Subtotal:           \$0.00

### EMPG EMAA Subaward Budget Summary

When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.

<b>Budget Category</b>	<b>Federal Amount</b>	<b>Non-Federal Amount</b>	<b>Total</b>
<b>A. Salaries</b>	\$55,000	\$48,500	\$103,500
<b>B. Fringe Benefits</b>	\$0	\$8,145	\$8,145
<b>C. Training</b>	N/A	N/A	N/A
<b>D. Equipment</b>	N/A	N/A	N/A
<b>E. Exercises</b>	N/A	N/A	N/A
<b>F. Construction</b>	N/A	N/A	N/A
<b>G. Consultants/Contractors</b>	N/A	N/A	N/A
<b>Direct Costs Subtotal:</b>	\$55,000	\$56,645	\$111,645
<b>H. Indirect Costs</b>	\$0	\$0	\$0
<b>Indirect Costs Subtotal:</b>	\$0	\$0	\$0
<b>TOTAL PROJECT COSTS:</b>	\$55,000	\$56,645	\$111,645

## EMPG EMAA Subaward Budget Narrative

*Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.*

*If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. Applicants should indicate in the Budget Narrative if they do not have an applicable fringe rate. Also, Applicants that are taking indirect costs must explain in the Budget Narrative the basis for the total modified direct costs and provide a copy of their approved federally-recognized negotiated indirect cost rate agreement (if not claiming indirect costs using the 10% de minimis rate).*

Dennis McNulty does not receive health benefits from the County of Gloucester. The County also does not have to make any pension payments on his behalf. Therefore, the fringe benefit rate being used for Mr. McNulty in relation to this grant is simply the standard FICA/Medicare employer percentage plus a small amount for employer unemployment and disability costs. The memo from the Gloucester County Treasurer to all departments regarding the 2017 fringe benefit rates is included for reference.



TO: ALL DEPARTMENTS  
FROM: TRACEY N. GIORDANO  
COUNTY TREASURER  
DATE: APRIL 10, 2017  
RE: 2017 FRINGE BENEFITS

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger



COUNTY TREASURER'S  
OFFICE

TREASURER  
Tracey N. Giordano

Phone: 856.853.3353  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

The 2017 General Fringe Benefit percentage is 60.64%. The breakdown by individual category is as follows:

<b>Pension</b>	<b>15.00*</b>
Group Insurance	37.77
NJ Employment Security	.22
FICA/Medicare	<u>7.65</u>
	60.64

**\*For employees covered by Police and Firemen Pension, substitute 24.92% for the above 15.00%.**

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: Gloucester County Emergency Response

State Vendor Identification Number or EIN: 216000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 8,170,815.00 State Amount: \$ 7,168,333.00

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.

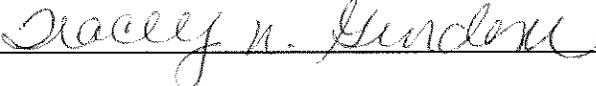
Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015,<sup>1</sup> **you must attach** proof of submission<sup>2</sup> of your audit reporting 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 Giordano

Title: Gloucester County Treasurer

Signature: 

<sup>1</sup> 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.

<sup>2</sup> See attached directions.

Date: 6/7/17

### 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](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.



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	<a href="#">Form</a>		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	20047920131	<a href="#">Form</a>		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/26/2013	20047920122	<a href="#">Form</a>		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2011	09/24/2012	20047920111	<a href="#">Form</a>		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2010	07/18/2011	20047920101	<a href="#">Form</a>		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2009	11/08/2010	20047920091	<a href="#">Form</a>		

[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 1-800-253-0696.  
Version: 1.4.3.0

## SCHEDULE OF FEDERAL GRANTS RECEIVABLE

GRANTOR AGENCY Pass Thru Agency	Balance Dec. 31, 2015	2016 Budget		PY Adjustment	Canceled	Balance Dec. 31, 2016
		Revenue Realized	Received			
<b>U.S. Department of Health &amp; Human Services</b>						
<b>New Jersey Department of Health &amp; Senior Services</b>						
15-326 Local Core Capacity Infrastructure for Bioterrorism	195,969.00	272,522.00	195,969.00			0.00
16-326 Local Core Capacity Infrastructure for Bioterrorism	0.00	16,907.00	0.00			272,522.00
16-323 Special Child Health/Case Management	0.00		0.00			16,907.00
15-501 Area Plan Contract	291,826.00		291,826.00			0.00
16-501 Area Plan Contract	0.00	917,950.00	893,743.00			24,207.00
<b>New Jersey Department of Human Service</b>						
16-401 Human Services Planning Grant	0.00	31,386.00	31,386.00			0.00
16-402 Abused and Missing Children	0.00	1,620.00	1,620.00			0.00
15-411 Prevention of Teen Pregnancy	84.36		84.36			0.00
16-411 Prevention of Teen Pregnancy	0.00	498.00	498.00			0.00
15-418 Social Services for the Homeless - TANF	52,019.00		52,001.00	18.00		0.00
<b>U.S. Department of Agriculture</b>						
14-091 Housing Preservation Grant	15,000.00		15,000.00			0.00
14-154 Housing Preservation Grant	45,948.00		45,948.00			0.00
15-154 Housing Preservation Grant	25,000.00		7,933.00			17,067.00
16-154 Housing Preservation Grant	0.00	26,021.00	0.00			26,021.00
<b>New Jersey Department of Health &amp; Senior Services</b>						
14-325 Women, Infants, and Children	3,421.00		0.00		3,421.00	0.00
15-325 Women, Infants, and Children	746,964.00	49,068.00	790,732.00			5,300.00
16-325 Women, Infants, and Children	0.00	785,285.00	0.00			785,285.00
16-503 Senior Farmer's Market Nutrition Program	0.00	1,500.00				1,500.00
<b>U.S. Environmental Protection Agency</b>						
<b>New Jersey Department of Environmental Protection</b>						
15-322 County Environmental Health Act	6,375.00		6,375.00			0.00
15-321 County Environmental Health Act	0.00	6,375.00				6,375.00
<b>U.S. Department of the Interior</b>						
<b>National Park Service</b>						
14-606 Battlefield Protection	13,758.82		7,780.81			5,978.01
<b>U.S. Department of Justice</b>						
09-303 Byrne Memorial Local Solicitation	43,243.00		0.00			43,243.00
14-250 Byrne Memorial Justice Assistance Grant	10,418.00		10,397.10	20.90		(0.00)

## SCHEDULE OF FEDERAL GRANTS RECEIVABLE

	Balance Dec. 31, 2015	2016 Budget		PY Adjustment	Canceled	Balance Dec. 31, 2016
		Revenue Realized	Received			
<b>GRANTOR AGENCY</b>						
<b>Pass Thru Agency</b>						
<b>New Jersey Department of Law and Public Safety</b>						
15-244 Megan's Law	5,087.83		5,087.83			0.00
16-244 Megan's Law	0.00	7,764.00	1,289.00			6,475.00
15-261 Narcotics Task Force	9,000.00		9,000.00			0.00
16-261 Narcotics Task Force	65,270.00		48,328.46			16,941.54
15-241 Sexual Assault Nurse Examiner Project (SANE)	84,095.00		56,358.03			27,736.97
14-241 Sexual Assault Response Team (SART/SANE)	0.00	87,832.00	0.00			87,832.00
14-243 Victims of Crime Act (VOCA)	2,249.02		2,249.02			(0.00)
15-243 Victims of Crime Act (VOCA)	191,448.00		0.00			191,448.00
16-260 Violence Against Women (VAWA)	25,225.00		0.00			25,225.00
U.S. Marshal Service						
16-258 Electronic Crimes Task Force	0.00	10,000.00	9,998.97	1.03		0.00
<b>U.S. Department of Homeland Security</b>						
<b>Federal Emergency Management Agency</b>						
14-069 Hendrickson Mill Bridge 4-IE-6	290,447.70		274,301.60		16,146.10	0.00
<b>New Jersey Office of Homeland Security</b>						
15-181 Homeland Security	114,265.30		89,165.30			25,100.00
16-181 Homeland Security	100,000.00		55,987.09			44,012.91
17-181 Homeland Security	0.00	206,435.00	0.00			206,435.00
<b>New Jersey Department of Law and Public Safety</b>						
13-196 Hazard Mitigation Grant Program	427,500.00		277,500.00			150,000.00
<b>U.S. Department of Labor</b>						
<b>New Jersey Department of Labor</b>						
14-081 Workforce Investment Act WIA	148,534.00		124,270.00		24,264.00	0.00
15-081 Workforce Investment Act WIA - Adult	412,164.00		376,641.00			35,523.00
16-081 Workforce Investment Act WIA - Adult	0.00	876,956.00	177,468.00			699,488.00
15-081 Workforce Investment Act WIA - Dislocated Workers	512,686.00		419,721.00			92,965.00
16-081 Workforce Investment Act WIA - Dislocated Workers	0.00	767,939.00	167,421.00			600,518.00
15-081 Workforce Investment Act WIA - Youth Activities	523,969.00		517,524.00			6,445.00
16-081 Workforce Investment Act WIA - Youth Activities	0.00	714,336.00	211,596.00			502,740.00
16-084 Work First NJ - SNAP	0.00	158,668.00	46,971.00			111,697.00
16-084 Work First NJ - TANF	0.00	1,038,946.00	447,833.00			591,113.00
<b>U.S. Department of Transportation</b>						

## SCHEDULE OF FEDERAL GRANTS RECEIVABLE

GRANTOR AGENCY Pass Thru Agency	Balance Dec. 31, 2015	2016 Budget		Received	PY Adjustment	Canceled	Balance Dec. 31, 2016
		Revenue Realized	Revenue				
<b>New Jersey Division of Highway Traffic Safety</b>							
16-222 Child Passenger Safety Diversity Education	12,000.00	17,000.00	11,470.92	11,470.92		529.08	(0.00)
17-222 Child Passenger Safety Diversity Education	0.00	40,000.00	0.00	0.00			17,000.00
16-264 Click It or Ticket	0.00	40,000.00	31,400.00	31,400.00			8,600.00
15-247 Comprehensive Traffic Safety Program	592.80	0.00	0.00	0.00		592.80	0.00
16-247 Comprehensive Traffic Safety Program	0.00	44,450.00	40,058.77	40,058.77			4,391.23
17-247 Comprehensive Traffic Safety Program	0.00	44,450.00	0.00	0.00			44,450.00
16-248 Driving While Intoxicated Sobriety Checkpoint	130,000.00	130,000.00	112,337.72	112,337.72			17,662.28
17-248 Driving While Intoxicated Sobriety Checkpoint	0.00	130,000.00	0.00	0.00			130,000.00
<b>Delaware Valley Regional Planning Commission</b>							
14-143 Region Wide Transportation System GIS Program	20,805.06	20,805.06	20,805.06	20,805.06			(0.00)
15-143 Region Wide Transportation System GIS Program	30,000.00	30,000.00	12,100.85	12,100.85			17,899.15
16-143 Region Wide Transportation System GIS Program	0.00	30,000.00	0.00	0.00			30,000.00
14-141 Supportive Regional Highway	21,099.93	21,099.93	21,099.93	21,099.93			0.00
15-141 Supportive Regional Highway	39,100.00	39,100.00	17,819.08	17,819.08			21,280.92
16-141 Supportive Regional Highway	0.00	39,100.00	0.00	0.00			39,100.00
16-142 Transit Support Program	0.00	38,680.00	31,421.18	31,421.18			38,680.00
14-142 Transportation System Plan & Implementation	31,421.18	31,421.18	18,901.48	18,901.48			0.00
15-142 Transportation System Plan & Implementation	38,680.00	38,680.00	18,901.48	18,901.48			19,778.52
<b>New Jersey Transit</b>							
14-465 Job Access and Reverse Commute	11,601.16	11,601.16	11,601.16	11,601.16			0.00
15-465 Job Access and Reverse Commute	0.00	40,000.00	40,000.00	40,000.00			0.00
14-466 New Freedom	30,000.00	30,000.00	0.00	0.00			30,000.00
15-466 New Freedom	186,833.33	186,833.33	166,380.99	166,380.99			20,452.34

SCHEDULE OF FEDERAL GRANTS RECEIVABLE

	GRANTOR AGENCY	Balance Dec. 31, 2015	2016 Budget		PY Adjustment	Canceled	Balance Dec. 31, 2016
			Revenue Realized	Received			
14-462	Section 5311 Rural Transit	0.00					0.00
15-462	Section 5311 Rural Transit	142,681.00		119,039.55			23,641.45
	<b>Federal Highway Administration</b>						
12-067	Gloucester County Multi-Purpose Trail Ext	215,342.40		19,471.77			195,870.63
14-071	Woodbury-Glass Rd CR553 Resurfacing	1,392,938.69	76,855.00	1,469,789.77			3.92
14-072	Tuckahoe Rd CR557 Section V Resurface	1,065,764.47		283,131.09	782,633.38		(0.00)
15-073	Auburn Rd (CR551)/High Hill Rd Roundabout	1,000,000.00		0.00			1,000,000.00
	<b>U.S. Department of Housing &amp; Urban Development</b>						
15-155	Community Development Block Grant	1,124,532.00		616,219.97			508,312.03
16-155	Community Development Block Grant	0.00	1,238,553.00	85,984.73			1,152,568.27
15-156	Home Investment Partnership Program	392,442.77		212,275.25			180,167.52
16-156	Home Investment Partnership Program	0.00	<del>453,719.00</del>	55,193.36			398,525.64
		10,247,801.82	8,170,815.00	9,066,506.20	827,626.29		8,524,484.33
	Ref. A		A-2	A-4	A-1		A

## SCHEDULE OF STATE GRANTS RECEIVABLE

GRANTOR AGENCY Pass Thru Agency	2016 Budget		Received	PY Adjustment	Canceled	Balance Dec. 31, 2016
	Balance Dec. 31, 2015	Revenue Realized				
<b>New Jersey Historical Commission</b>						
11-602 Whitall House	3,059.28		0.00		3,059.28	(0.00)
<b>New Jersey Department of Environmental Protection</b>						
16-601 Clean Communities	0.00	164,944.00	160,944.00		4,000.00	0.00
15-322 County Environmental Health Act	162,296.00		162,296.00			0.00
16-321 County Environmental Health Act	0.00	157,700.00	0.00			157,700.00
16-075 Mosquito ID and Control Activities	0.00	30,325.00	0.00			30,325.00
<b>New Jersey Department of Health &amp; Senior Services</b>						
14-386 Alcoholism and Drug Abuse	0.00		440.00	(440.00)		0.00
15-386 Alcoholism and Drug Abuse	324,271.00		324,270.00	1.00		0.00
16-386 Alcoholism and Drug Abuse	0.00	556,421.00	298,914.00			257,507.00
15-501 Area Plan Contract	61,662.00		61,662.00			0.00
16-501 Area Plan Contract	0.00	590,814.00	580,814.00			10,000.00
15-502 Peer Grouping	42,394.88		42,394.88			0.00
16-502 Peer Grouping	0.00	58,461.00	46,955.01			11,505.99
15-328 Right To Know	8,098.50		8,098.50			0.00
16-328 Right To Know	0.00	10,798.00	2,699.50			8,098.50
15-382 Special Child Health/Case Management	127,923.00		127,923.00			0.00
16-323 Special Child Health/Case Management	0.00	158,223.00	0.00			158,223.00
<b>New Jersey Department of Human Services</b>						
15-402 Abused and Missing Children	268.62		268.62			(0.00)
16-402 Abused and Missing Children	0.00	1,614.00	1,437.00			177.00
15-401 Human Services Planning Grant	5,231.02		5,231.02			0.00
16-401 Human Services Planning Grant	0.00	31,384.00	31,384.00			0.00
15-383 Mental Health Administration	9,000.00		9,000.00			0.00
16-383 Mental Health Administration	0.00	12,000.00	3,000.00			9,000.00
16-381 Personal Attendant Services	0.00	43,500.00	43,500.00			0.00
16-411 Prevention of Teenage Pregnancy	0.00	502.00	502.00			0.00
15-417 Social Services for the Homeless	211,607.00		211,607.00			0.00
16-417 Social Services for the Homeless	0.00	282,143.00	88,286.00			193,857.00
15-421 Social Services for the Homeless - ICM	0.00	44,500.00	15,213.00		29,287.00	0.00
16-421 Social Services for the Homeless - ICM	0.00	71,000.00	0.00			71,000.00
15-419 Social Services for the Homeless	37,932.00		35,978.00		1,954.00	0.00
16-419 Social Services for the Homeless	0.00	50,576.00	12,644.00			37,932.00

## SCHEDULE OF STATE GRANTS RECEIVABLE

	GRANTOR AGENCY Pass Thru Agency	2016 Budget		Received	PY Adjustment	Canceled	Balance Dec. 31, 2016
		Revenue	Realized				
16-418	Social Services for the Homeless	0.00	69,359.00	17,340.00			52,019.00
16-464	Title XX Transportation	0.00	60,733.00	60,733.00			0.00
16-403	Youth Incentive Program (CLACC)	0.00	38,442.00	38,442.00			0.00
	<b>New Jersey Department of Children and Families</b>						
15-414	Prevention Planning	125,000.00	300,000.00	125,000.00			0.00
16-414	Prevention Planning	0.00	300,000.00	190,000.00	5,000.00		105,000.00
	<b>New Jersey Transit</b>						
16-465	Job Access and Reverse Commute	0.00	140,000.00	48,076.88			91,923.12
15-462	Section 5311 Rural Transit	73,503.00		73,503.00			0.00
15-461	Senior Citizens and Disabled Residents Transportation Assist	168,896.49		153,460.52			15,435.97
12-461	Senior Citizens and Disabled Residents Transportation Assist	0.00	508,829.00	389,161.54			119,667.46
	<b>New Jersey Department of Law and Public Safety</b>						
17-302	Body Armor Replacement - Corrections	0.00	4,349.00	4,349.00			0.00
17-249	Body Armor Replacement - Prosecutor	0.00	3,547.00	3,547.00			0.00
17-221	Body Armor Replacement - Sheriff	0.00	7,878.00	7,878.00			0.00
15-242	Insurance Fraud Reimbursement Program	49,157.63		27,731.01	21,426.62		0.00
16-242	Insurance Fraud Reimbursement Program	0.00	131,405.00	83,344.00			131,405.00
15-420	Juvenile Detention Alternative Initiative	83,344.00		77,000.25			0.00
16-420	Juvenile Detention Alternative Initiative	0.00	123,633.00	77,000.25			46,632.75
16-266	Mental Health Diversionary Program	0.00	150,000.00	0.00			150,000.00
15-265	Pedestrian Safety & Enforcement	30,000.00		6,644.86			23,355.14
	<b>New Jersey Office of Homeland Security</b>						
14-198	Weather Monitors-Del River Rail Project	100,000.00		75,301.61			24,698.39
	<b>New Jersey Governor's Council on Alcoholism &amp; Drug Abuse</b>						
15-385	Municipal Alliance	391,915.00		391,915.00			0.00
16-385	Municipal Alliance	0.00	391,915.00	22,990.11			368,924.89
	<b>New Jersey Juvenile Justice Commission</b>						
15-404	Family Court Program	59,484.00		59,484.00			0.00
16-404	Family Court Program	0.00	141,848.00	105,980.99			35,867.01
15-409	State/Community Partnership Program	161,454.00		150,612.71		10,841.29	0.00
16-409	State/Community Partnership Program	0.00	279,282.00	183,156.93			96,125.07
	<b>New Jersey Department of Labor</b>						
16-092	Smart Steps Program	0.00	2,408.00				2,408.00
15-084	Work First NJ	1,178,343.00		1,158,533.00			19,810.00

SCHEDULE OF STATE GRANTS RECEIVABLE

GRANTOR AGENCY	Balance Dec. 31, 2015	2016 Budget		Received	PY Adjustment	Canceled	Balance Dec. 31, 2016
		Realized	Revenue				
16-084 Work First NJ	0.00	619,800.00		217,436.00			402,364.00
14-084 Work First NJ	4,878.00			0.00		2,878.45	1,999.55
15-082 Workforce Learning Link	23,269.00			23,269.00			0.00
16-082 Workforce Learning Link	0.00	50,000.00		11,172.00			38,828.00
15-085 Workforce Development Partnership	144,932.00					144,932.00	0.00
<b>New Jersey Department of Military and Veterans Affairs</b>							
15-463 Veterans Transportation	17,500.00			17,500.00			0.00
16-463 Veterans Transportation	0.00	30,000.00		12,500.00			17,500.00
<b>New Jersey Department of Transportation</b>							
14-070 Gloucester County Bridge Rehab Proj	250,000.00			150,000.00			100,000.00
15-070 Gloucester County Bridge Rehab Project	1,000,000.00			900,000.00			100,000.00
16-074 Culvert Repair & Replacement	0.00	350,000.00		0.00			350,000.00
16-076 Washington Twp & Monroe Twp Bikeway Project	0.00	1,500,000.00		0.00			1,500,000.00
	4,855,419.42	7,168,333.00		7,061,523.94	4,561.00	218,378.64	4,739,288.84
Ref.	A	A-2		A-4		A-1	A

**RESOLUTION AUTHORIZING THE APPLICATION FOR THE 2017 NEW JERSEY PORT SECURITY GRANT PROGRAM FOR \$203,475.00, WHICH INCLUDES AN IN-KIND MATCH OF \$50,869.00, FOR A TOTAL AMOUNT OF \$254,344.00, FOR THE PURCHASE OF TWINSTAR COUPLERS FOR THE NEPTUNE EQUIPMENT**

**WHEREAS**, on July 2, 2007 a Memorandum of Understanding (“MOU”) between the New Jersey Office of Homeland Security and Preparedness (“NJOHSP”), the Department of Community Affairs (“NJDCA”) and Gloucester County (collectively “Parties”) was executed to provide cooperation between the Parties and to share Neptune apparatus (herein after referred as “equipment”), a high-volume foam/water delivery system designed to respond to large scale flammable liquid fires, acts of terrorism, natural disasters, in particular floods and other types of catastrophic events to the region; and

**WHEREAS**, the MOU specifically indicated that the equipment provided by the agreement was similar to that provided for northern counties located in the Urban Area Security Initiative (“UASI”); and

**WHEREAS**, Gloucester County has housed and maintained said equipment in accordance with the MOU; and

**WHEREAS**, it has been recommended that the couplers on said Neptune equipment be replaced with Twinstar Quick Connect Couplers and Adapters. Replacing said couplers and adapters will greatly expedite the set up time and thereby reduce response times; and

**WHEREAS**, Gloucester County is seeking grant funds to purchase 8” and 12” Twinstar Quick Connect Couplers and Adapters from the NJ Port Security Grant Program; and

**WHEREAS**, the Board of Chosen Freeholders of the County deem this to be beneficial to the citizens of the County; and

**WHEREAS**, the Board of Chosen Freeholders acknowledges that the amount of County grant funds to be requested is \$203,475.00, with an in-kind match of \$50,869.00, for a total amount of \$254,344.00, from September 1, 2017 to August 31, 2020; 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 grant conditions and other policies, regulations and rules issued by the Department of Law & Public Safety, Division of New Jersey State Police; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders authorizes Freeholder Director Robert M. Damminger, to execute any and all documents related to the FY2017 Port Security Grant Program application.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the grant application with the US Department of Homeland Security Port Security, requesting funds for Twinstar Couplers and Adapters to be used with the Neptune Equipment in the total amount of \$203,475.00 which includes an in-kind match of \$50,869.00 for a total amount of \$254,344.00, from September 1, 2017 to August 31, 2020.
2. The Gloucester County Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.
3. The Gloucester County Board of Chosen Freeholders hereby authorizes Freeholder Director Robert M. Damminger to execute any and all documents related to the FY2017 Port Security Grant Program application.

**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 21, 2017.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**LAURIE BURNS, CLERK OF THE BOARD**



15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ \_\_\_\_\_

TOTAL OTHER EXPENSES (b): \$ 203,475

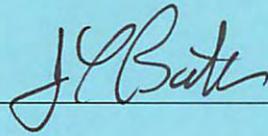
TOTAL FRINGE (c): \$ \_\_\_\_\_

TOTAL PROGRAM COST (d): \$ 254,344

TOTAL GRANT FUNDING (e): \$ 203,475

TOTAL COUNTY FUNDING (f): \$ \_\_\_\_\_

DEPT. HEAD: \_\_\_\_\_



Signature

DATE: \_\_\_\_\_

\*\*\*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.

---

**RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES TO DECREASE THE AMOUNT FOR THE STATE FISCAL YEAR BY \$10,000.00**

**WHEREAS**, the County of Gloucester, a designated workforce area and grant recipient pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, responded to a Request for Proposals by the Gloucester County Workforce Development Board, and was awarded a contract on May 17, 2017 to serve as the Gloucester County One-Stop Career Center/American Job Center Operator to deliver employment and training services to qualified residents; and

**WHEREAS**, the Gloucester County Freeholder Board adopted a Resolution on November 22, 2016 authorizing a contract to accept \$4,229,053.00 from the New Jersey Department of Labor and Workforce Development for employment and training services for State fiscal year 2017; and

**WHEREAS**, the County of Gloucester received a Notice of Obligation, dated May 24, 2017 from the Commissioner of the New Jersey Office of Labor and Workforce Development to reduce the Work First NJ allocation in the amount of \$10,000.00; and

**WHEREAS**, the following applicable funds have been appropriated for the grant period from July 1, 2016 to June 30, 2017:

	<u>ALLOCATIONS</u>	<u>NEW ALLOCATION</u>	<u>REDUCTION OF FUNDS</u>
WIOA Adult	\$ 876,956		
WIOA Youth	\$ 714,336		
WIOA Dislocated Worker	\$ 767,939		
Work First NJ	\$ 1,817,414	\$ 1,807,414	(-) \$10,000 (SNAP only)
Workforce Learning Link	\$ 50,000		
<u>Smart STEPS</u>	<u>\$ 2,408</u>		
<b>TOTAL</b>	<b>\$ 4,229,053</b>		
<b>Minus -</b>	<b>\$ 10,000</b>		
<b>ADJUSTED TOTAL</b>	<b>\$ 4,219,053</b>		

**WHEREAS**, the adjusted total grant amount of \$4,219,053 represents state and federal funds for Program Year 2016 to be utilized by the Gloucester County to enhance services to County residents in accordance with previously approved Workforce Investment Area Five-Year Plan; and

**WHEREAS**, the County's Department of Economic Development will monitor all program conditions required for federal financial assistance and compliance pursuant to the Workforce Innovation and Opportunity Act.

**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 the above Contract modification and any other required documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development regarding funding for the employment and training services for State fiscal year 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 21, 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 LABOR AND WORKFORCE DEVELOPMENT  
PO BOX 055  
TRENTON, NEW JERSEY 08625-0055

AARON R. FICHTNER, Ph.D.  
Acting Commissioner

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lieutenant Governor

May 24, 2017

Mr. Robert M. Damminger  
Freeholder Director  
Gloucester County Board of Chosen Fresholders  
County Building  
1 N. Broad Street  
P.O. Box 337  
Woodbury, New Jersey 08096

RE: Notice of Obligation – State Fiscal Year 2017 – WorkFirst New Jersey

Dear Mr. Damminger:

The enclosed Notice of Obligation (NOO) is to revise your Workforce Development Area funding authority for WorkFirst New Jersey (WFNJ) for State Fiscal Year (SFY) 2017 (July 1, 2016 through June 30, 2017). Funds in the amount of \$10,000 are being rescinded per your request. Final determination for funding is contingent upon authorization and availability from the state.

The WFNJ funds must be used in accordance with the Strategic Five-Year Unified Workforce Investment Plan and must be incorporated into your Program Year 2016 Workforce Development Area Contract. These funds must be fully obligated by June 30, 2017 and fully expended by December 31, 2017.

If you have any questions regarding the issuance of this NOO, please contact Assistant Commissioner Patricia Moran, Ph.D., Workforce Development, at 609-984-9414. For program questions, please contact Donald Forsythe, Chief, Employment and Training, at 609-292-2246.

Sincerely,

Aaron R. Fichtner, Ph.D.  
Acting Commissioner

Enclosure

c: R. Voorhees

*New Jersey Is An Equal Opportunity Employer*



OFFICE OF THE COMMISSIONER  
(609) 292-2323 • FAX (609) 633-9271

AD-18A(R-5-10)

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
WORKFORCE DEVELOPMENT AND ECONOMIC OPPORTUNITY**

**NOTICE OF OBLIGATION**

**GRANTEE:** County of Gloucester  
County Building  
1 N. Broad Street, P.O. Box 337  
Woodbury, New Jersey 08096

**GRANTOR:** State of New Jersey  
Department of Labor and Workforce Development  
Workforce Development and Economic Opportunity  
P.O. Box 055  
Trenton, New Jersey 08625-0055

**CONTACT:** Patricia Moran, Ph.D., Assistant Commissioner 609-984-9414

This Notice of Obligation revises funding authority for the program(s) shown below for State Fiscal Year 2017 (July 1, 2016 through June 30, 2017). Not more than 12 percent of the contracted amount of funds may be spent on administration for Case Management, Work Activities and CAVP. Twelve percent administration dollars may not be claimed for Work Verification and NBWS. Final determination for funding is contingent upon authorization and availability from the state.

	Allocation	Change This NOO	New Level
<b><u>TANF</u></b>			
Work Activities/Case Mgt.	\$1,157,975	+\$0	\$1,157,975
Work Verification	\$28,400	+\$0	\$28,400
CAVP	\$12,000	+\$0	\$12,000
NBWS	\$3,000	+\$0	\$3,000
<b>Total TANF</b>	<b>\$1,201,375</b>	<b>+\$0</b>	<b>\$1,201,375</b>
<b><u>GA/SNAP</u></b>			
Work Activities/Case Mgt. - GA & GA/SNAP	\$455,371	+\$0	\$455,371
Work Activities/Case Mgt. - SNAP only	\$158,668	-\$10,000	\$148,668
NBWS	\$2,000	+\$0	\$2,000
<b>Total GA/SNAP</b>	<b>\$616,039</b>	<b>-\$10,000</b>	<b>\$606,039</b>
<b>Grand Total</b>	<b>\$1,817,414</b>	<b>-\$10,000</b>	<b>\$1,807,414</b>

Authorized Signature:  Date Signed: 5/24/17  
 Aaron R. Wichtner, Ph.D.  
 Acting Commissioner  
 New Jersey Department of Labor and Workforce Development



**New Jersey Department of Labor and Workforce Development  
Federal and State Funding Sheet**

**Subrecipient Gloucester  
Contract # ET-08-PY16  
Funding Period 4/1/16 through 6/30/18**

**Federal Funds**

<b>Funding Source</b>	<b>CFDA# FAIN (Fed Awards #)</b>	<b>Federal Awarding Agency Federal Award Date</b>
WIOA Adult	17.258	US DOL
		7/1/2016
WIOA Youth	17.259	US DOL
		7/1/2016
WIOA Dislocated Worker	17.278	US DOL
		7/1/2016
		<b>Total Federal Awards</b>

**Contract # ET-08-PY16  
Funding Period 7/1/16 through 6/30/16**

**State Funds**

<b>Funding Source</b>	<b>Account #</b>	<b>State Awarding Agency</b>
WorkFirst New Jersey		NJ Dept Labor & Workforce Development
Workforce Learning Link		Supplemental Workforce Fund
SmartSTEPS		Workforce Development Partnership Fund
		<b>Total State Awards</b>

**Total Federal & State Awards:**

rent

Funding Amount
\$0.00

Funding Amount
\$0.00
\$0.00

PY 2016 Workforce Development Area Contract Narrative

This contract, as well as the Standard Assurances and Certifications and General Provisions, is prepared as a formal agreement between the Workforce Development Area of Gloucester and the New Jersey Department of Labor and Workforce Development. The contract also details terms and conditions for usage, expenditures and reporting of the funds. The contract specifies the following amounts of:

<u>Program</u>	<u>Date of NOO(s)</u>	<u>Allocation</u>	<u>(+) Additional Funds</u>	<u>(-) Reduction of Funds</u>
WIOA Adult	6/29/2016	876,956	0	0
WIOA Dislocated Worker	6/29/2016	767,939	0	0
WIOA Youth	6/29/2016	714,336	0	0
TANF Work Activities/Case Management	7/6/2016	1,157,975	0	0
TANF Work Verification	7/6/2016	28,400	0	0
CAVP	7/6/2016	12,000	0	0
TANF Needs Based Work Support	7/6/2016	3,000	0	0
TANF On-the-Job Training Services		0	0	0
GA/SNAP Work Activities/Case Management - GA & GA/SNAP	7/6/2016	455,371	0	0
GA/SNAP Work Activities/Case Management - SNAP only	7/6/2016	158,668	158,668	-10,000
GA/SNAP Needs Based Work Support	7/6/2016	2,000	0	0
GA/SNAP On-the-Job Training Services - GA & GA/SNAP		0	0	0
GA/SNAP On-the-Job Training Services - SNAP only		0	0	0
Workforce Learning Link	6/23/2016	50,000	0	0
SmartSTEPS	7/7/2016	2,408	0	0
Additional Funds		0	0	0
Additional Funds		0	0	0
Additional Funds		0	0	0
<b>Totals</b>		<b>\$4,229,053</b>	<b>\$158,668</b>	<b>-\$10,000</b>
<b>Contract Total:</b>		<b>\$4,377,721</b>		
<b>Modification Total:</b>		<b>\$148,668</b>		

**Workforce Innovation and Opportunity Act Funds (WIOA)  
Grant Period for these Funds  
(July 1, 2016 through June 30, 2018)**

DUNS# 957362247  
Gloucester

<b>Adult Training (CFDA# 17.258)</b>	<b>Funds</b>
Administration (10% Max)	<u>87,696</u>
Program	<u>789,260</u>
<b>Total</b>	<b><u>\$876,956</u></b>

<b>Dislocated Worker (CFDA# 17.278)</b>	
Administration (10% Max)	<u>76,794</u>
Program	<u>691,145</u>
<b>Total</b>	<b><u>\$767,939</u></b>

**Workforce Innovation and Opportunity Act Funds (WIOA)  
Grant Period for these Funds  
(April 1, 2016 through June 30, 2018)**

<b>Youth (CFDA# 17.259)</b>	
Administration (10% Max)	<u>71,434</u>
Program	
In-school	<u>0</u>
Out-of-school (75% Min)	<u>642,902</u>
<small>(75% min of Program Funds)</small>	
<b>Total</b>	<b><u>\$714,336</u></b>

**Total WIOA: \$2,359,231**

Youth Work Experience (20% Min of Youth Program Funds)	<u>128,970</u>
---	----------------

**Miscellaneous Federal Funds**

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

**WorkFirst New Jersey (WFNJ) Funds**  
**Grant Period for these Funds**  
**(July 1, 2016 through June 30, 2017)**

Gloucester

<b>Temporary Assistance to Needy Families (TANF)</b>	<b>Funds</b>
Administration (12% Max)	138,957
Case Management	<u>159,429</u>
Work Activities	<u>859,589</u>
<b>Total</b>	<b><u>\$1,157,975</u></b>
<b>TANF Work Verification</b>	<b><u>\$28,400</u></b>
<b>Career Advancement Voucher Program (CAVP)</b>	
Administration (12% Max)	1,440
CAVP Program	<u>10,560</u>
<b>Total</b>	<b><u>\$12,000</u></b>
<b>TANF Needs Based Work Support</b>	<b><u>\$3,000</u></b>
<b>TANF On-the-Job Training Services</b>	<b><u>\$0</u></b>
<b>General Assistance (GA)/Supplemental Nutrition Assistance Program (SNAP)</b>	
<b>GA &amp; GA/SNAP</b>	
Administration (12% Max)	54,645
Case Management	<u>82,312</u>
Work Activities	<u>318,414</u>
<b>Total</b>	<b><u>\$455,371</u></b>
<b>SNAP only</b>	
Administration (12% Max)	17,840
Case Management	<u>17,600</u>
Work Activities	<u>113,228</u>
<b>Total</b>	<b><u>\$148,668</u></b>
<b>GA/SNAP Needs Based Work Support</b>	<b><u>\$2,000</u></b>
<b>GA &amp; GA/SNAP On-the-Job Training Services</b>	<b><u>\$0</u></b>
<b>SNAP only On-the-Job Training Services</b>	<b><u>\$0</u></b>
<b>Total WFNJ:</b>	<b><u>\$1,807,414</u></b>

**Workforce Investment Board State Funds  
Grant Period for these Funds  
(July 1, 2016 through June 30, 2017)**

Gloucester

	<b>Funds</b>
<b>Workforce Learning Link:</b>	
Administration (7% Max)	0
Program	<u>50,000</u>
<b>Total</b>	<b><u>\$50,000</u></b>
<b>SmartSTEPS:</b>	
Administration	158
Program	<u>2,250</u>
<b>Total</b>	<b><u>\$2,408</u></b>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

**Program Year 2016 Workforce Innovation and Opportunity Act (WIOA)**

**Gloucester**

**Participant/Expenditures Planning Summary**

Program/Subset	Participant/Exit Summary						Fiscal/Expenditures Summary					
	A		B		C		D		E	F	G	H
	Carry-In Clients		PY Exits		New Enrollments		PY Exits		Total PY Exits (B + D)	PY 2015 Carry-In Funds	PY 2016 Allocation	Total Available Funds (F + G)
	Number	PY Exits	Number	PY Exits	Number	PY Exits	Number	PY Exits				
A. Adult	408	408	493	0	493	0	408	408	154,885	876,956	1,031,841	
B. Dislocated Worker	150	150	85	0	85	0	150	150	228,280	767,939	996,219	
C. Youth	140	115	20	8	20	8	123	123	135,048	714,336	849,384	
1) In-School Youth (14 to 21 yr olds)	65	40	0	0	0	0	40	40				
2) Out-of-School Youth* (16 to 24 yr olds)	75	75	20	8	20	8	83	83				

\* Includes school dropouts and youth who have received a high school diploma or equivalent, but are basic skills deficient, unemployed or underemployed.

Program Year 2016 Work First New Jersey/Workforce Learning Link

Gloucester

Participant/Expenditures Planning Summary

Program/Subset	Participant/Exit Summary						Fiscal/Expenditures Summary									
	A		B		C		D		E		F		G		H	
	Carry-In Clients		PY Exits		New Enrollments		PY Exits		Total PY Exits (B + D)		PY 2015 Carry-In Funds		PY 2016 Allocation		Total Available Funds (F+G)	
	Number			Number		Number										
A. WorkFirst New Jersey	58	58	18	0	0	58	186,842	1,807,414	1,973,256							
1) TANF (incl. Work Verif)	29	29	9	0	29	114,338	1,186,375	1,300,713								
2) CAVP	0	0	0	0	0	16,045	12,000	28,045								
3) TANF Needs Based Work Support	0	0	0	0	0	3,000	0	3,000								
4) TANF OJT	0	0	0	0	0	0	0	0								
5) GA & GAINSNAP	20	20	2	0	20	35,458	455,371	490,830								
6) SNAP only	9	9	7	0	9	148,668	0	148,668								
7) GAINSNAP Needs Based Work Support	0	0	0	0	0	2,000	0	2,000								
8) GA & GAINSNAP OJT	0	0	0	0	0	0	0	0								
9) SNAP only OJT	0	0	0	0	0	0	0	0								
B. Workforce Learning Link	4	4	4	0	4	50,000	0	50,000								

**PY 2016 Participant/Expenditures Planning Summary  
Gloucester**

**Average Cost Per Person Served**

Adult	<u>\$2,093</u>
D/W	<u>\$11,720</u>
Youth	<u>\$42,469</u>

**Average Cost Per Person Exited**

Adult	<u>\$2,529</u>
D/W	<u>\$6,641</u>
Youth	<u>\$6,906</u>

**Instructions:**

- 1) This sheet will calculate average costs after you have entered WIOA data on the WIOA Participant/Expenditures Planning Summary (Page 5).
- 2) This page only needs to be printed out and returned with your contract.

# Standard Assurances and Certifications

## ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of

housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## 2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted 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) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

## 3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief 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 Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee 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 ongoing 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 every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 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.

**5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

---

Gloucester County Department of Economic Development  
 Workforce Development Board  
 115 Budd Boulevard  
 West Deptford, NJ 08096

---



---

Gloucester County-America's Job Center  
 215 Crown Point Road  
 Thorofare, NJ 08086

---

Check ( ) if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Innovation and Opportunity Act at section 107 and in related regulations at 679.420):

County of Gloucester  
County Administration Building  
2 South Broad Street  
Woodbury, NJ 08096

2. One-Stop Operator (as defined by the Workforce Innovation and Opportunity Act at section 121 and in related regulations at 678.600 through 678.635):

Thomas Bianco, III, Director Economic Development  
Gloucester County-America's Job Center  
215 Crown Point Road  
Thorofare, NJ 08086

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):

Michelle Shirey, Executive Director  
Workforce Development Board  
115 Budd Boulevard  
West Deptford, NJ 08096

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Robert M. Damminger, Freeholder Director

Printed Name and Title

Signature

Date

## General Provisions

Page 6 of 21  
Standard Assurances and General Provisions  
Workforce Development Area Contracts

(R12.15)

## DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf). The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
  - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
  - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
  - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
    - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
    - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
    - General legal services
    - Goods and services used for administrative functions
    - Developing systems, including information systems, related to administrative functions
    - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.
  - Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming

owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

## 1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <http://www.whitehouse.gov/omb/circulars>.
  - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
    - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
    - (b) State Grant Compliance Supplement: <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.
  - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify LWD and refund all money to LWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

## 2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.

- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

### 3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEEES

- A) A grantee may be considered high risk if LWD determines that a grantee:
  - 1) Has a history of unsatisfactory performance;
  - 2) Is not financially stable;
  - 3) Has a financial management system which does not meet the standards set forth in section 4;
  - 4) Has not conformed to terms and conditions of previous awards; and
  - 5) Is otherwise not responsible.
- B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
  - 1) Payment on a reimbursement basis;
  - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
  - 3) Requiring additional, more detailed financial reports;
  - 4) Additional project monitoring;
  - 5) Requiring the grantee to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If LWD decides to impose such special conditions and/or restrictions, an LWD official will notify the grantee as soon as possible, in writing, of:
  - 1) The nature of the special conditions and/or restrictions;
  - 2) The reason(s) for imposing the special conditions and/or restrictions;
  - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by LWD and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

### 4) FINANCIAL MANAGEMENT SYSTEM

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
  - 1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;
  - 2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;

5) Allowable Costs:

Procedures for determining reasonableness, allow ability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

- C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf).
- D) LWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.
- E) LWD requires that the grantee develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

**5) ALLOWABLE COSTS**

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such cost. LWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 430(i)

LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for LWD to review. LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by LWD. LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the grantee and its subgrantees where appropriate. LWD retains the right to determine whether costs/rates within this category are excessive.

Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each grantee must establish written policies consistent with that of the grant recipient. LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-

applicable programs, nor employment under non-applicable programs. Grantees using funds in such manner may have these costs disallowed. Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by LWD of the amount or method of calculation.

## 6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of LWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

## 7) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

## 8) PRICE WARRANTY

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

## 9) PAYMENT METHOD

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been signed and agreed to by both parties. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of LWD or his/her designee, the grantor will pay the grantee the contracted amount.

- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD may request additional reports.

## 10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Grantees are responsible for ensuring that reports are based upon current data.

## 11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by LWD or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.
- C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all work papers that support or address any and all findings that are in regards to LWD funds.

The following sections F to L pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All 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 Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and

review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.

- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title/Name;
  - State Grant Award Number or Account Number;
  - Grant Award Period;
  - Fiscal Year Grant Expenditures;
  - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
  - A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) COMPLAINTS, GRIEVANCES AND APPEALS

All grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

## 13) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, terminees, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, terminee, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where

designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

**Retention** – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

**Access** – LWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

#### **14) PROCUREMENT STANDARDS**

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the 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 LWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

#### **15) PROPERTY**

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of LWD. Such material will be delivered to LWD upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, LWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license

to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: ie) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

## 16) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the State Appropriations Act and any amendments thereto that are in effect at the time of travel. If the grantee has an executed collective bargaining agreement, the rate of reimbursement may exceed the rate set by the State Appropriations Act for those individuals covered by the collective bargaining agreement, but shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be governed by the state travel circular "Travel Regulations" that is in effect at the time of travel. The current circular can be found at the following website: <http://www.state.nj.us/infobank/circular/circindx.htm>.

## 17) SUBCONTRACTING

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee would apply to any subcontractors or third parties hired by the grantee. It is the responsibility of the grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

## 18) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by LWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) LWD and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

## 19) DISPUTES

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by LWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. LWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

## 20) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

## 21) TERMINATION

- A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 30 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – LWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, LWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
  - 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of LWD shall be immediately incorporated into this agreement.
  - 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by LWD at any time.

## 22) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
  - C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
  - D) Within the limits of the agreement amount, LWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.
  - E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and LWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.
  - F) The grantee shall account for any property received from LWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.
  - G) The grantee shall forward closeout package to the grantor within 60 days of the closeout.

### **23) PERFORMANCE**

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with LWD. The grantee acknowledges that LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

### **24) CONFLICTS OF INTEREST**

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the grantee, its agent or representative to any office or employee of LWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of LWD, and may justify further action under applicable state laws. The grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

## 25) OPEN GOVERNMENT PRACTICES

The grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the grantee shall be documented, maintained and available for review. The grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

## 26) BONDING AND INSURANCE

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

## 27) AVAILABILITY OF FUNDS

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD 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 LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by LWD to expend funds beyond the termination date set in the agreement.

## 28) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that 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 grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee'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.

## Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Innovation and Opportunity Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

### **Grant recipient:**

*The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.*

### **Fiscal agent:**

*The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.*

### **Workforce Investment Board:**

*The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIOA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WDB Committees. The committee chairs then offer proposals to the WDB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any change.*

### **One-Stop Operator:**

*The One Stop Operator reports to the Director of the Gloucester County Department of Economic Development. The One Stop Operator assures that services of the workforce readiness system are delivered to county residents in an effective manner.*

*The Gloucester County Department of Economic Development includes the staff of the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, and the Division of Business Development and Tourism. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.*

LWD will provide the grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to LWD by October 31<sup>st</sup> of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

Robert M. Damminger, Freeholder Director

---

**Printed Name and Title**

---

**Signature**

---

**Date**

**RESOLUTION AUTHORIZING THE ADOPTION OF THE REVISED POLICY MANUAL FOR THE GLOUCESTER COUNTY OWNER OCCUPIED REHABILITATION PROGRAM**

**WHEREAS**, the County of Gloucester has previously created the Gloucester County Owner Occupied Rehabilitation Program Policy Manual and Application; and

**WHEREAS**, the purpose of the Owner Occupied Rehabilitation Program is to provide decent, safe and sanitary housing for the for low and moderate income eligible citizens of the County whose primary residence are in need of repair but lack the resources to make these repairs; and

**WHEREAS**, it was necessary to revise the Owner Occupied Rehabilitation Program's Policy Manual to improve the program design and clarify roles and responsibilities of the County, Homeowner, and Contractor for owner occupied home rehabilitation activities utilizing federal grant funds. The revised manual delineates the sequence of events for projects as well as eligibility requirements, general project standards, and grievance procedures eligibility requirements; and

**WHEREAS**, such revisions are appropriate to the purpose of the Program.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the above revisions to the Owner Occupied Rehabilitation Program Policy Manual are hereby approved and adopted; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to any and all documents necessary in the connection of the approval and adoption of the revised policy manual for the Gloucester County Owner Occupied Rehabilitation Program.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



**Department of Public Works  
Planning Division  
Housing and Community Development**

**Owner-Occupied Rehabilitation Program  
Policy and Procedures Manual  
(Rev. 06/21/17)**

**Robert M. Damming,  
Freeholder Director**

**Heather Simmons,  
Freeholder Liaison**

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age or older. Inquiries regarding compliance may be directed to the EEO Office at (856) 384-6903 or through the County's ADA Coordinator at (856) 384-6842/New Jersey Relay Service 711

---

# TABLE OF CONTENTS

I.	Purpose.....	3
II.	Program Administration.....	3
III.	Program Marketing and Outreach.....	3
IV.	Responsibilities of County Office of Housing and Community Development.....	4
V.	Eligibility Requirements.....	4
VI.	Waiting List Management.....	7
VII.	Eligible Improvements and Upgrades.....	8
VIII.	Selection and Clearance of Contractors.....	10
IX.	Insurance Requirements for Contractors.....	12
X.	Contract Documents and Inspections.....	12
XI.	Time for Completion.....	13
XII.	Non-Use of Lead-Based Paint.....	13
XIII.	General Specifications.....	14
XIV.	Change Orders.....	14
XV.	Payment of Contractors.....	15
XVI.	Warranty.....	15
XVII.	Homeowner Obligation.....	16
XVIII.	Procedures for Filing Liens.....	16
XIX.	Subordination.....	17
XX.	Multiple Assistance.....	17
XXI.	Variances From Policy.....	17
XXII.	Rights and Responsibilities of the Homeowner.....	17
XXIII.	Rights and Responsibilities of the Contractors.....	18
XXIV.	Sequence of Events Summary.....	18
XXV.	Grievance Procedures.....	21
XXVI.	Fraud and Program Abuse Policy.....	22
 <b>Appendices</b>		
	Appendix A Contractor Insurance Requirements.....	25
	Appendix B Lead Hazard Reduction Activities Policy.....	26
	Appendix C Customer Satisfaction Survey.....	29
	Appendix D Homeowner Acknowledgment.....	30
	Appendix E General Specifications for Owner-Occupied Rehabilitation Programs in the County of Gloucester.....	31

## **I. PURPOSE**

The basic goals of the Gloucester County Owner-Occupied Rehabilitation Program (“Program”) are:

- to bring the eligible homeowner’s dwelling into compliance with applicable locally adopted housing rehabilitation standards thereby reducing ongoing and future maintenance costs for the homeowner,
- to promote energy efficiency, and preserving affordable owner-occupied housing within the county,
- to provide safe, decent housing for qualified lower income homeowners,
- to stimulate broad interest in neighborhood preservation,
- to partner with other programs for maximum impact to achieve these goals.

The Program will assist in providing decent, safe and sanitary housing for the citizens of the County whose primary residence are in need of repair but lack the resources to make these repairs. With competing requests for the available federal assistance, it continues to be difficult to meet the needs of all citizens requiring help. As a result, the County has established a subsidy limit up to \$25,000.00. This amount may be amended at the discretion of the County based on funding availability and program policy requirements.

## **II. PROGRAM ADMINISTRATION**

The Program is funded by federal grant funds awarded to the County of Gloucester by the U.S. Department of Housing and Urban Development (HUD) and/or the U.S. Department of Agriculture (USDA) through the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership Program, and/or USDA Housing Preservation Grant (HPG).

The Gloucester County Office of Housing and Community Development (HCD) under the Planning Division of the County will administer the Program and is responsible for executing all program activities in compliance with the adopted policies, procedures, and applicable HUD regulations and is responsible for general oversight of the program, which include policy oversight and community relations issues associated with the program. All policies contained herein become effective on the date of adoption by the Gloucester County Board of Chosen Freeholders and apply to all current and future applicants.

Program funds are issued to contractors that perform specified repairs to the dwellings of eligible homeowners. The total amount of the repairs to a dwelling is secured to the property in the form of loan that is partially forgivable.

Except for special needs circumstances, in the event the rehabilitation exceeds this amount the County may deny assistance to that homeowner. Additionally the County can amend the scope of work to be undertaken. Each instance will be evaluated on a case-by-case basis.

## **III. PROGRAM MARKETING AND OUTREACH**

The County of Gloucester will continually apply and implement a program marketing plan consistent with the following objectives:

- publicize the program to interested and potentially qualified clients,
- affirmatively market the program to minorities, persons with disabilities or other protected groups, and
- meet all State of New Jersey Fair Housing Requirements.

To insure that those citizens for whom the rehabilitation program is designed are aware of the assistance that is available the County shall provide a written brochure that summarizes the Program and the qualification criteria, periodic press releases to show the progress of the Program, interface with social service agencies that may be able to refer applicants and conduct periodic meetings with interested groups.

#### **IV. RESPONSIBILITIES OF THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**

The County's Planning Division through the Office of Housing and Community Development (HCD) is responsible for administering and implementing the program pursuant to Section 105(a) of the Housing and Community Development Act of 1974 (HCDA) and 24 CFR 570.202 as it pertains to eligible rehabilitation and preservation activities and Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD's implementing Regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability. The HCD is responsible for administering the program in a professional manner that ensures maximum effectiveness, and efficiency. The HCD is also responsible for the following with regard to individual rehabilitation projects:

- a) application intake, eligibility review, verification of documentation, and loan approval determination,
- b) communicating with the homeowner and contractor regarding all administrative procedures that affect completion of the work on behalf of the homeowner,
- c) making reasonable accommodation with both parties regarding scheduling of inspections,
- d) documenting project files in compliance with all applicable HUD regulations,
- e) advising the homeowner regarding code requirements and housing rehabilitation standards which may affect the prioritizing and possible exclusion of work items,
- f) clarifying with the homeowner the eligibility of certain repairs,
- g) negotiating with the contractor regarding necessary change orders and providing approval for increased loan amount and/or extension of time,
- h) following up with contractors to ensure that necessary warranty work is completed as required during the warranty period(s),
- i) payment to the contractor upon receipt of required certificate of completion, final inspection, and Lien waiver.

#### **V. ELIGIBILITY REQUIREMENTS**

Qualification of applicants is determined by HCD according to the following guidelines.

- A. Applicants for rehabilitation assistance must reside within the County and must have owned the dwelling for at least three (3) years. Applicants must certify that the home is not being offered for sale, and is their primary residence, as indicated per the County/Municipal tax records.

- B. Applicants have gross household annual incomes at or below the applicable low-income limits established by (HUD) for the jurisdiction of Gloucester County, New Jersey. The applicable low-income limits for determining program eligibility are published by HUD in the federal register and updated annually. The low income limit shall mean the cumulative gross annual income of all the persons who occupy the dwelling unit to be rehabilitated that does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD. The occupant household's gross annual income (for the purpose of determining program eligibility) shall be calculated according to the HUD regulations identified in the Code of Federal Regulations.

The calculation used to determine gross annual household income shall be consistent with HUD regulations and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents age 18 or over, unless they are a full-time student, will be included in the total annual gross household income determination.

Gross Annual Income, includes but is not limited to child support, Social Security, pensions, income from annuities, interest income on savings, etc. The annual income limits for the County increase based on the number of persons in the household. Family size will be determined by the number of occupants living in the dwelling to be rehabilitated on a regular basis. Household residents under the age of 18 qualify as dependents of the head of household according to the HUD regulations identified in 24 CFR, Part 813.102 and are eligible for a dependent deduction. If an applicant is a full time student, the applicant will be required to provide their parents' income information so that HCD can determine if the applicant has been claimed as a dependent on their parents Federal Income Tax return.

- C. Applicants with physical disabilities who also meet the income eligibility requirements will be eligible for the removal of architectural barriers in their dwelling<sup>1</sup>. Improvements to the dwelling to remove architectural barriers that restrict mobility and accessibility may be authorized for owner occupied households that include elderly or physically disabled persons. The necessity for such improvements shall be supported by appropriate written notification from the applicant's physician, referring social service agency, or a similar outside authority familiar with the applicant's living situation. Receipt of social security disability or supplemental security income can also be used as verification of disability. Architectural barrier removal does not include portable items such as wheelchairs, walking-aids, vehicle lifts or other portable personal assistance items. ADA compliant wheelchair ramps to provide egress in and out of the home may be provided as a \$2,500 subsidy grant. This activity will not require a lien but is subject to all other eligibility criteria.
- D. For Applicants residing in a Mobile Home, the County has established a subsidy limit at a maximum of \$5,000.00 for conditions where there is no heat<sup>2</sup> and/or running water. This activity will not require a lien but is subject to all other eligibility criteria.

---

<sup>1</sup> Mobile Homes are not eligible for general construction or ADA improvements.

<sup>2</sup> Only during the winter season as defined by regulations governing when heat must be made available to tenants and when utility companies cannot issue shut off notices.

- E. Verification or certification of income and assets will be required to determine program eligibility for all federally funded projects. The applicant and any other family member must execute a release of information form authorizing any depository or private source of income, or any federal, state or local agency, to furnish or release to HCD such information as determined to be necessary.

Certification of income and assets means the applicant certifies that all information provided is true and correct. HCD shall also require the family to submit documentation determined to be necessary if it is required for purposes of determining or auditing an applicant's eligibility to receive program assistance, for determining the applicant's or applicant's family members gross annual income. The use or disclosure of information obtained from an applicant or applicant's family member or from another source pursuant to this consent to release information form shall be limited to purposes directly connected with administration of the Program.

Assets shall include checking, savings, other bank accounts, stocks, bonds, CDs, trusts, real estate and cash held by any household member. Value of an asset shall be computed by the greater of either the current market income from the asset or the imputed value of the asset using the current passbook rate as determined by HUD.

- F. In order to be considered eligible for participation in the Program the subject property taxes and utility (water/sewer – where applicable) must be current. Property taxes must not be delinquent for any tax year unless the homeowner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding to the written agreement.
- G. Standard property insurance must be maintained on the property (with coverage adequate to insure the County's lien position). If a property is located in a flood plain, flood insurance must also be maintained (with coverage adequate to insure the County's lien position).
- H. Land record searches will be obtained on all properties. Evidence of ownership of the property will be confirmed through the County Tax Assessor's office online database.
- I. The County will only accept a first or second lien position. In a case where the second lien is due to participation in a down payment assistance program to secure the initial purchase of the property, the County may accept a third lien position.
- J. Households receiving reverse mortgages will be disqualified from receiving assistance through the Program.
- K. Homes whose market value as determined by the Gloucester County Tax Assessor online database exceeds the current annual FHA 203(b) (single family, one-unit residence) limit for this area are excluded from this program.
- L. To determine the economic feasibility of the rehabilitation activity, the total amount spent on each home will not exceed 50 percent of the after rehabilitation value (ARV) of the home. After rehabilitation value will be determined by adding 25 percent of the rehabilitation loan amount (RG) to the Tax Assessor's market value (MV).  $[MV + (.25 \text{ of } RG)] = ARV * 50\% > RG$ .
- M. The homeowner must be current with his/her mortgage (the payments due and payable to the mortgage company may not be more than 30 days past due) in order to receive assistance under the Program.

## VI. WAITING LIST MANAGEMENT

The Program waiting list will be maintained in accordance with established policies and procedures. The County will maintain a list of those applicants requesting homeowner rehabilitation who have completed their application and have provided all supporting documentation. A priority will be placed on an applicant who documents an "Emergency Repair". At the present time, the County defines an "Emergency repair" as a unit without heat or without running water as defined in footnote 3.

Households will be placed on the list and will be selected in the order their applications are completed. Note, should a household not provide the necessary documentation within 10 days to be placed on the list, they will be allowed to re-apply at a later date. Updated information may be required to re-apply to the program.

Applicants will be selected from the waiting list in chronological order based on the date on their completed application (first in – first out) including any established preferences or priorities for providing assistance. When the application reaches the top of the waiting list, HCD will then process the applicant to verify the information provided and to confirm that the applicant meets all HUD program requirements.

If an applicant meets the eligibility criteria, the dwelling unit will be inspected to determine the scope of work to be performed to bring the dwelling up to applicable code. If insufficient funding or other resources are available to assist the applicant at the time of application, the application will be placed on the Program waiting list.

HCD will schedule the property for a physical inspection to determine the scope of work required to bring the structure into compliance with program guidelines and objectives as outlined below in Section VII "Eligible Improvements". If the property can be rehabilitated in accordance with the requirements of Section VII and the cost of the rehabilitation does not exceed the economic feasibility, program expenditure limits and other required regulatory requirements, the application will be approved based on available funding. *An applicant's eligibility for assistance is based on the approved policies and procedures that are in effect at the time the applicant is selected for processing from the waiting list.*

It is the responsibility of the applicant to notify the County of any changes in occupancy, household income, family composition, or any other information on the application. Notice of changed information must be submitted to the County in writing within 30-days of the effective date of the change. Upon receipt of the notice of change, HCD will record and date stamp the changes received and place the notice of changed information in the applicant's file. An applicant must meet all applicable eligibility requirements, as described in Section V of these policies, at the time their name is selected from the waiting list. If the homeowner cannot meet the requirements for eligibility, the homeowner will be informed of the determination of ineligibility. The homeowner may appeal to HCD determination as outlined in the appeal process - Section XXV of this policy manual.

### **Owner-Occupied Rehabilitation Program Waiting List Management**

Eligible applicants applying for assistance under the Program will be ordered on the waiting list based on date and time of the receipt of their application and any other established preference. HCD will select

applicants from the waiting list according to the date and time of receipt of application and established preferences. The preferences applicable to the Program are identified below.

- **Preference 1** – Elderly homeowners whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.
- **Preference 2** – Disabled homeowners who are applying for housing rehabilitation assistance and the removal of architectural barriers whose total income does not exceed 80 percent of the area median income, adjusted for family size, as established by HUD.

Elderly is defined as 62 years of age or older. Disabled is defined as a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or is determined to have a physical, mental, or emotional impairment that is expected to be of long continued and indefinite duration. This disability must substantially impede his/her ability to live independently, and be of such a nature that such ability could be improved by more suitable housing conditions. A disabled person is also defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C 6001(5)).

## VII. ELIGIBLE IMPROVEMENTS AND UPGRADES

A project may be determined infeasible if the cost to complete all needed repairs exceed the respective program limits outlined below. The process to calculate the cost will be determined either from estimates determined by the HCD rehabilitation inspector and/or designee and/or from the Contractor's bid received on a project. The Program will provide up to \$25,000 for the repair of the dwelling of low-income owner-occupied households as permitted by program funding availability and policy. The Program will perform the general rehabilitation necessary to bring the structure into compliance with the local applicable written code, rehabilitation standards, and lead-based paint regulations. The Program addresses actual and incipient code violations, as well as necessary removal of architectural barriers, and weatherization, which may also be performed as part of any housing rehabilitation project authorized under this program. Weatherization improvements such as attic insulation, roofing, exterior doors, storm doors, and storm windows may be completed on all projects depending on the availability of repair funds.

Housing rehabilitation assistance may only be provided to cover the cost of rehabilitation necessary to bring the property in compliance with locally adopted, written property standards, and applicable federal, state and local codes. All conditions described in Priorities I thru IV must be addressed before Priority V (allowable, additional improvements) can be considered. Physical improvements to the dwelling will be made based on priority and funding availability and must fall in one of the following priority categories in order to be eligible.

### 1. Priority I- Housing Systems

- Electrical wiring, fixtures or systems
- Heating, venting and air-conditioning<sup>3</sup>
- Roofs
- Plumbing
- Removal or Replacement of attached building components (deck, porch) that were specifically cited as a code violation and hazard by the local code official
- Health and safety items

---

<sup>3</sup> Air conditioning installation requires a physician's note warranting a medical need.

## 2. **Priority II- Architectural Barrier Removal**

- Widening of doors
- Installation of ramps
- Roll-in showers (as space permits)
- Grab bars and permanently attached physical-assist apparatus
- Air-conditioning (if medically necessary)
- Hearing-impaired smoke detection equipment
- Specialty plumbing fixtures
- Lowering of light switches
- Other permanently attached fixtures determined to be of assistance in removing architectural barriers

## 3. **Priority III- Incipient Code Violations** (*Deficiencies or conditions of deterioration, if left unattended, would continue to deteriorate into or contribute to a code violation.*)

- Replacement of building components (roofs, water heaters, HVAC systems) that have exceeded their life expectancy or, due to condition, is expected to fail within a two-year period from the date of inspection.
- The current edition of the HUD Residential Rehabilitation Inspection Guide, Appendix C entitled “Life Expectancy of Housing Components” shall be used as the standard to determine the life expectancy of building components for the purpose of eligibility for replacement.
- Unsafe & unused fireplaces with a deteriorated or unsafe chimney should be disassembled to below the roof line and sealed (roof will be patched over area that chimney penetrated the roof). Unsafe & used fireplaces will be repaired or an alternate exhaust system will be installed.

## 4. **Priority IV- Energy Efficiency Upgrades**

- weather stripping/caulking
- insulation
- storm doors
- windows and doors
- heating, venting and air-conditioning
- energy efficient water heater

## 5. **Priority V- Allowable, Additional Improvements**

Under no circumstance will an allowable, additional improvement take priority over a Priority I, II, III or IV repair. Allowable, additional improvements will be eliminated by a change order to remedy unforeseen code violations, emergency, mechanical, foundation, or weatherization repairs found after the initial inspection or ongoing inspections.

Allowable additional improvements include the following:

- interior and exterior paint
- refinishing or replacement of kitchen or bathroom cabinets
- countertop replacement
- tile flooring (will be used in high-traffic areas if cost-effective)
- wood flooring – if comparable in cost to vinyl or carpet

- refrigerator, stove and dishwasher
- door replacement and trim improvements

## 6. Luxury Items

The following (not all inclusive) are considered luxury items and are **NOT** allowed:

- flooring such as tile, hard wood floors, etc. that exceeds the comparable cost of vinyl or carpet
- hot tubs, whirlpool baths, steam showers
- patios or decks
- room additions
- installation of fireplaces
- window treatments other than standard grade mini-blinds
- carports or garages
- items above standard grade or in excess of approved specifications

## VIII. SELECTION AND CLEARANCE OF CONTRACTORS

Selection of a contractor in the Program is the responsibility of the homeowner, with guidance from HCD staff. The County will maintain a list of pre-qualified contractors to provide services and will allow homeowners to bring in contractors to qualify for submission of proposals. The value of the contract amount will be determined by the lowest responsible quote received by the proposals submitted from the eligible contractors. The County will conduct a Request for Quotes from contractors, with offering, awards and contract execution coordinated by HCD. Contractors may not be identified on HUD's or New Jersey's list of debarred or suspended contractors and must be registered, insured (and licensed, if required) with the State of New Jersey. Rehabilitation work will be undertaken only through a written contract between the contractor and the homeowner receiving the assistance.

HCD will obtain a minimum of three (3) quotes on the planned repairs, based on the preliminary work write-up prepared by the County's inspector and/or designee. The quotes are to be returned to the Program Administrator on the specific due date. If less than three bids/quotes are received, a second attempt will be required. If all quotes received are 20% higher than the HCD inspector's work estimate, a second offering cycle will also be required. HCD staff will record the total amount of the quote and the date and time the quote was received. HCD staff will evaluate the submitted quotes to determine which quotes are eligible. Quotes are considered eligible when the following conditions are met:

1. The submitting contractor currently meets all program requirements and is not debarred or suspended from participating in the Program.
2. The contractor is not on probation or debarred.
3. The quote is received by HCD prior to the submission deadline date and time stated in the offering documents.
4. The total amount of the quote is within 20% of the total cost estimate listed on the initial work write-up prepared by the HCD Inspector and/or Designee and does not exceed the maximum dollar limits of the program.

If none of the quotes solicited is within 20% of the preliminary work write-up initially or by negotiation, the quote must be rejected and other quotes must be obtained that are within the specified cost limits. Any quotes received outside of the estimated range of housing rehabilitation will be rejected and the homeowner will be notified in writing. Contracts will not be awarded until HCD has completed its

contractor certification and the contractor has met the requirements. This exclusion may be appealed by the homeowner as stated in Section XXV- Grievance Procedures.

Contractors new to the Program will only be able to have one contract in progress at any time until they have successfully completed at least three (3) contracts. Successful completion of three contracts removes this restriction and the contractor may have more than one rehabilitation project at any given time.

When an acceptable, eligible quote has been secured and the general contractor is selected by the homeowner, the contractor is notified that they must furnish HCD with a current Certificate of Insurance, a completed Contractor Information Form, and a statement concerning the non-use of lead-based paint. Information will be verified for accuracy and completeness of the forms submitted by the contractor. If all submitted documents are in order and the contractor is not on the list of parties debarred or suspended from participation in federal procurement or non-procurement programs or if the contractor is not suspended or debarred from participation in the Program, HCD will proceed with the preparation of contract documents.

General contractors are responsible to obtain all permits that are required to perform the authorized scope of work. The contractor must comply with all the regulations governing the issuance and inspections of any work permitted. Furthermore, all general contractors and subcontractors must possess trade or other professional licenses as may be required by the State of New Jersey in order to perform such functions that are subject to licensing. Each contract between a contractor and a homeowner shall contain language denying participation to contractors who fail to perform in a satisfactory manner.

Contractors proven to provide poor service or quality of workmanship and/or who exhibit behavior that is not professional in the opinion of the County will be debarred or suspended from any future contracts with the Program. Contractors will be informed of this decision in writing with the opportunity to appeal to the HCD Program Director or his/her designee.

This section sets forth requirements and procedures with respect to contractor qualifications and construction contracts for housing rehabilitation assistance.

- A. CONTRACTOR – The term “Contractor” applies to the firm submitting quotes on work or receiving an award. The firm must hold a current registration with the New Jersey Division of Consumer Affairs as a General Contractor and license, as required, for specific classification (plumbing, electrical, lead based paint).
- B. INSURANCE – Before commencing work, the contractor shall submit to HCD a current certificate of insurance as evidence of the coverage required.
  1. The contractor shall carry or require that there be carried Workers’ Compensation Insurance for all employees and those of subcontractor engaged in work at the site in accordance with New Jersey State Workers’ Compensation Laws.
  2. The contractor shall carry or require that there be carried General Liability Insurance. The County must be named as an additional insured under the general contractor’s protective coverage. General contractors or agents participating in the Program must furnish the homeowner with a copy to the County, written notice of any change and/or cancellation of the required coverage no less than thirty (30) days before any such change is effective. Coverage must be verified by the HCD staff before contract execution.

- C. FORM OF CONTRACT – The contract documents to be executed by the homeowner and the contractor will be prepared by HCD staff after a preconstruction conference is held. At this preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the work. These contract documents shall state a specific date for commencement of the work (no earlier than the three (3) day rescission period), a schedule for anticipated completion of work, and a copy of the final work write-up. An executed copy of the contract shall be furnished to the homeowner, contractor, and HCD.

#### **IX. INSURANCE REQUIREMENTS FOR CONTRACTORS**

To execute a contract in connection with the Program, a contractor must submit to HCD staff a *Certificate(s) of Insurance on ACCORD Form 25* from a satisfactory insurer(s) stating that such general contractor carries the types and amounts of coverage required for this program, as stated in Appendix A, *Contractor Insurance Requirements*.

#### **X. CONTRACT DOCUMENTS AND INSPECTIONS**

- a. Contract documents to be executed by the homeowner and the general contractor for the specific rehabilitation work to be performed will be prepared by HCD after a preconstruction conference is held. The homeowner and the County will simultaneously execute a separate loan agreement for payment and additional mortgage documents.
- b. At the preconstruction conference, the homeowner and contractor will agree to work condition, use of facilities and other construction related matters. Such documents must be fully executed prior to beginning the rehabilitation work.
- c. These contract documents shall state a specific date for commencement of the work (a minimum of 3 days after the Right of Rescission period pursuant to the Homeowner's loan agreement with the County), a schedule for anticipated completion of work, and a copy of the contractor's quote of the rehabilitation final work write-up.
- d. An executed copy of the Rehabilitation Contract shall be furnished to the homeowner, contractor, and to be retained by HCD.
- e. Inspections will be made by HCD staff and/or its Designee while the work is in progress. The required plumbing, electrical, structural and mechanical inspections will be conducted by local code officials where permits are required while the work is in progress. The contractor (or relevant sub-contractor) will schedule all required inspections with client during repairs.
- f. Upon completion of the work, a final inspection will be conducted by HCD staff and/or its Designee and the homeowner. The general contractor's presence is recommended, but not required, at such final inspection.
- g. HCD staff and/or its Designee will not process an invoice without an executed *Certificate of Completion and Lien Waiver* until all work has been completed and approved by the homeowner. In a situation where the homeowner refuses to approve the completed work, a written complaint must be filed with HCD by the homeowner within ten (10) business days (see Section XXV). Failure to file a written complaint within the specified timeframe shall indicate acceptance of the work and the contractor will be paid in full.

***Under no circumstances should any outside agreement exist between the homeowner, contractor, or any other agency during the construction period regarding repair/remodel/modification of the***

*home. Failure to comply with this provision will result in the termination of the contract and require immediate payback of the funds expended by the County of Gloucester. If the contractor performing other repairs/remodels/modifications is the same as selected by the homeowner for the Owner-Occupied Rehabilitation Program, then all funding due that contractor will be forfeited and the forgivable loan will be adjusted or cancelled, as required.*

## **XI. TIME FOR COMPLETION**

- a. Upon execution of the contract documents by the homeowner and the contractor, a *Notice to Proceed* (“Notice”) will be issued by the HCD.
- b. If a lien is to be filed, work may begin immediately after the expiration of the three day right of rescission period. Once the notice has been received by the contractor, work authorized by a forgivable loan award must begin within ten (10) calendar days of the specified commencement date and be completed within sixty (60) calendar days of receipt of the Notice, unless otherwise approved by the homeowner and accepted by HCD (including the allotment for time for special ordering of materials).
- c. A copy of the final work write-up will be provided to the homeowner. Prior to beginning work, the contractor must have a copy of the final work write-up signed by the homeowner and approved by HCD.
- d. The contractor must begin work within ten (10) calendar days from the date noted on the Notice. Any contractor who does not begin or complete the work within the time specified in the contract may be assessed liquidated damages of \$100.00 per day for each day they run over the established completion date unless there is an approved change order for extension of time signed by the Homeowner and HCD. This penalty shall be deducted from the final payment.
- e. Contractors must notify both the homeowner and HCD to request an extension of the completion date and state the reasons for such extension.
- f. If approved by HCD, based on an inspection of ongoing work, the newly approved completion date must be approved by the homeowner and documented in HCD’s file.
- g. Contractors will not be granted more than two time extensions, unless extraordinary circumstances (as determined by HCD) justify a further request. The HCD Program Director or his/her designee is not required to approve a time extension change order. Any extension of time will be documented by a change order. (See section XIV.)

## **XII. NON-USE OF LEAD BASED PAINT**

The use of lead based paint is strictly prohibited in the Program. Notification concerning the dangers of lead-based paint will be distributed to the occupants of all homes to be rehabilitated, and signed documentation of the receipt of such information will be made part of the official case file. Each rehabilitation contract shall contain language prohibiting the use of lead-based paint. All exposed surfaces (walls, ceilings, floors, etc.) in all homes built prior to 1978 to be rehabilitated will be inspected for the presence of defective surfaces with previously applied lead-based paint. All defective surfaces (cracking, peeling, etc.) will be addressed during the rehabilitation process. Should lead-based paint be found, coverage, removal, or other corrective actions taken in accordance with HUD Regulation 24 CFR,

Part 35 will be conducted in a manner that avoids further diffusion of lead particles throughout the residence. A further description of relevant procedures is contained in Appendix B of this document.

### **XIII. GENERAL SPECIFICATIONS**

Contractors performing work for the Program will adhere to the "General Specifications for Owner-Occupied Rehabilitation Programs in the County of Gloucester," contained in Appendix E of this manual. Contractors are also expected to be familiar with, and to comply with, all locally adopted, written property codes, written rehabilitation standards, bid specifications, and ordinances currently adopted. In the event a conflict is determined to exist between the General Specifications for the Owner-Occupied Rehabilitation Program and locally adopted codes, the stricter of the two shall apply.

### **XIV. CHANGE ORDERS**

- A. No modification(s) of the contract shall be made except by written instrument, signed by the contractor, approved by the homeowner, and accepted by HCD Program Director and/or the HCD inspector or designee.
- B. Change orders may be authorized for necessary work items that were initially overlooked or which could not be determined until the course of the rehabilitation work had already begun or to add an approved Priority V item if all required Priority I thru IV items have been repaired and adequate funding is available.
- C. Change orders must be requested and approved prior to commencement of the proposed changed work in order for such costs to be reimbursable. Change orders may be authorized as follows:
  1. To add work necessary to correct incipient items (Priority III) that have been found defective after work is in progress, but were not anticipated at the time the contract was executed.
  2. To correct Priority I defects that must meet local Code requirements.
  3. To make required repairs and additions to the contract that would exceed program limits, an item of lesser priority on the work write-up may be deleted. Deletion of items shall be at the previous line item quote amounts, unless said items have no specific costs, in which case they shall be deleted by negotiation at prevailing rates. HCD is authorized to negotiate contract changes on behalf of the homeowner. With the exception of work required to meet local codes, written rehabilitation standards, health and safety requirements, and weatherization or mechanical deficiencies, the homeowner may determine the priority of the items on the work write-up and may approve all decisions regarding substitution of a higher priority work item for a lower priority work item.
  4. To add an approved Priority V item if all required Priority I – IV items have been corrected and there is adequate funding available.
  5. To add an approved Priority II item if all Priority I items have been corrected and the homeowner would like to deduct a Priority III thru V item in order to improve accessibility of the home.

Total change orders on any job may not exceed 20 percent of the total dollar amount of the original contract, unless approved by the Division or Department Director with the recommendation of the HCD Program Director or his/her designee. Such an approval may be granted only on the basis of the essential nature of the additional work to be performed and following verification that substitutions for lower priority work items were insufficient to reduce the overall contract cost to the funding limit.

Additional time for the completion of the scope of work is subject to the approval of all parties. Requests for additional time will be submitted by the contractor with approval from the homeowner and HCD.

#### **XV. PAYMENT OF CONTRACTORS**

Upon completion of the work, a final inspection, by the homeowner, the contractor, HCD Program Director, HCD inspector and/or designee, and/or a qualified building official or his/her designee, if required, will be conducted. Thereafter the contractor will submit an invoice for final payment less retainage to the County of Gloucester. The County will process the invoice for payment within the next County's audit deadline for the County's monthly bill list approval and will issue a check to the contractor for the full amount of the contract (plus change orders), less 10% retainage, which will be withheld for twenty (20) days. After twenty (20) days, the contractor will then submit an invoice for final payment of retainage accompanied by a *Lien Waiver Affidavit* and *Release of Lien* signed by all subcontractors involved in the project. Should the homeowner fail to approve the final inspection and refuse to sign this final certification, payment may be withheld from the contractor. However, should the homeowner fail to file a written complaint within the required ten (10) calendar day time period, specifying the work items and/or the nature of the work in question with an explanation why it was not approved, the County may not unreasonably withhold payment for work performed by contractors, where the work was performed appropriately and according to industry standards with the approval of the HCD inspector and/or designee and/or a qualified building official or his/her designee.

Partial draws will be documented and inspected as a final inspection on major systems that have been repaired. Local code officials will be required to approve completed work if it includes any "permit required" work prior to payment. Before the contractor submits the invoice for final payment less retainage, a lien release will be required for the partial draw previously paid and final payment less retainage.

#### **XVI. WARRANTY**

Upon completion of the work, the contractor shall furnish a limited one (1) year warranty on labor and materials. In instances where the living environment, lack of maintenance or damage covered by homeowners insurance during the rehabilitation of the home, the warranty coverage will not apply.

The contractor is to also provide a copy of his one-year limited warranty along with copies of all manufacturers' warranties (i.e. appliance warranties, paint warranty and carpet warranty) to the homeowner so they can access warranty assistance after the contractor's one-year limited warranty (which covers labor and materials) has expired. The homeowner is responsible to notify the contractor of any warranty claims during the contractor's one-year limited warranty.

#### **XVII. HOMEOWNER OBLIGATION**

Upon acceptance of the proposed construction work and execution of the proper paper work, HCD will place a lien against the property for the full value of the County's contribution to the project, as stated in the contract, executed by all parties. The County exercises its right to enforce an extended period of affordability beyond the HUD five year affordability period. The lien will be in full force permanently as a "forever" lien after the work is completed.

The present restriction on affordability is as follows:

The amount of the loan shall be paid in full during the initial 5 year affordability period, from the date of the recorded lien, should the property no longer remain the homeowner's principal residence, or the homeowner sell, transfer, refinance, obtain a reverse mortgage or utilize any vehicle to obtain cash against the equity of the property. The amount of the loan shall be partially forgiven 20% of the principal annually for each completed year following the initial 5 year affordability period until year 9 when 20% of the principal will remain as a "forever lien" on the property. Should the property no longer be the principal residence, change ownership through sale or transfer or refinance or utilize any vehicle to obtain cash against the equity of the property during that period of time, the applicant will reimburse the County, from the sale's proceeds for that prorated portion of the loan that has not yet been forgiven, at zero percent interest. During the term of the forgivable loan, the homeowner agrees to notify the County, in writing, within ten (10) calendar days of a change in the ownership or foreclosure of the property.

Should the property change ownership through inheritance, the heirs will be responsible for clearing the lien by making reimbursement to the County of the prorated portion, at zero percent interest, over the remainder of the affordability period. Such reimbursement procedures shall be administered at the direction of HCD Director or his/her designee.

### **XVIII. PROCEDURES FOR FILING LIENS – PARTIALLY FORGIVABLE LOAN PROGRAM**

Upon approval of the Home Rehabilitation Construction Agreement between the homeowner and contractor, the homeowner shall execute an Owner Occupied Rehabilitation Program Homeowner Loan Agreement, Mortgage and Promissory Note with the County of Gloucester for the amount of the agreed improvements. Any change order modifying the value of the contract will require the execution of a new loan agreement, mortgage and promissory note. The Mortgage shall be due and payable according to its terms upon conditions set forth in Section XVII of the property secured by such Mortgage during the affordability period following the contract date for the program. The obligation due the County shall not bear interest and will be partially forgiven by the County on an annual basis by 20% of the principal for each completed year following completion of the initial five-year affordability period until 20% of the principal remains at which time there will be no more forgiveness.

In the event the homeowner transfers title to the property secured with a deed during the affordability period following completion of the improvements, the homeowner shall pay to the County the remaining balance of the deed. Otherwise, the County shall have the option to demand full payment of the remaining balance of such deed. Upon failure by the homeowner to pay such remaining balance, the County may proceed to exercise its right of foreclosure under the deed to secure debt.

Transfer of title to a rehabilitated property secured by a deed to secure debt and contract under this program as described in the paragraph above, to the heirs, devisees, or assigns of an homeowner shall at the option of the County be deemed to be a sale to a third party purchaser without the prior written consent of the County and subject to all rights of note acceleration and foreclosure retained in the deed to secure debt securing the lien in the favor of the County. Heirs, devisees, or assignees of the homeowner eligible for low or moderate income housing assistance from the federally funded programs through the County may request a waiver of the County's rights and powers of acceleration and foreclosure under the deed to secure debt, but the County has no obligation to grant any such waiver.

### **XIX. SUBORDINATION**

Upon verification of program income eligibility standards, the County may consider the postponement of a Mortgage for the refinancing of a first mortgage at a lower interest rate and no additional cash out. An exception may be made for refinancing to cover medical costs or necessary emergency home improvements. Verification such as work estimates and medical documentation will be required.

Prior to subordination, a copy of the new mortgage application will be required to verify that the income level of the homeowner has not increased to such a level that they no longer meet the eligibility requirements of the original loan. All requests will be reviewed by the Program Director and approved by the County Administrator or designee prior to subordination.

## **XX. MULTIPLE ASSISTANCE**

The County recognizes that there may be instances when a homeowner who has already been assisted through the Program may be requesting additional assistance. It is the policy of the County that repeat beneficiaries residing at the original home, cannot ask for assistance within five (5) years of the completion of the initial rehabilitation and total value of their current lien(s) cannot exceed \$15,000.00. Total lien value held against the property cannot exceed \$25,000.

It is recognized that there may be instances when emergency assistance is needed. If this is the case, the applicant will be allowed to complete an application for emergency repairs which would be limited only to no heat in winter (Sept-Mar) or no running water.

## **XXI. VARIANCES FROM POLICY**

Variations from these policies and procedures shall only be granted by the County, under extraordinary and extenuating circumstance and, by recommendation of the Program Director and approval of the County Administrator or designee. The County will consider a variance to the existing policies that document specific hardship on the part of the homeowner or other parties involved in a project, and that granting a variance will further the goals, purposes, and effectiveness of the Program and will conform to all applicable HUD guidelines.

## **XXII. RIGHTS AND RESPONSIBILITIES OF THE HOMEOWNER**

The homeowner is responsible for submitting true and accurate household financial and other information required to document eligibility for the program. The homeowner is also responsible for notifying the County, in writing, of any change in household composition or income within ten (10) calendar days of such change. Failure to provide updated information shall result in exclusion from the program.

The homeowner is also responsible for:

- a) selection of the contractor (in accordance with County and program procurement requirements),
- b) making reasonable accommodation to the schedules of the contractor and the County for the purposes of inspections, completion of work, etc.,
- c) participating in identifying the priority of all work items essential for bringing the structure to local code and within program parameters and policy,
- d) reviewing, executing, and understanding the contract, work write-up, and associated documents,

- e) notifying the contractor and HCD of any concerns during the construction period and during the warranty period,
- f) participating in the final inspection and executing the final inspection report,
- g) repaying the prorated share of the project cost that may not yet be forgiven under the terms of the lien, if the property is sold or no longer remains the principal residence during the affordability period after completion of work,
- h) providing proper maintenance to all installed items/components to help minimize premature failure or damage, and
- i) maintaining required insurance for the duration of the lien.

### **XXIII. RIGHTS AND RESPONSIBILITIES OF CONTRACTORS**

The contractor is responsible for completing the work as identified in the contract and the accepted and approved quote for the work write-up within the agreed-upon timeframe and for the following:

- a) communicating with the homeowner and HCD regarding status of the work during the construction period,
- b) adhering to warranty agreements and performing warranted work within the warranty period(s),
- c) notifying HCD in writing, including justification(s) of the need for any change orders and negotiating with HCD regarding the cost of such change orders and time required to complete them,
- d) completing any items identified at the final inspection prior to execution of the Certificate of Completion,
- e) cleaning the property of work material after conclusion of work,
- f) ensuring quality of workmanship and materials in compliance with the contract,
- g) making reasonable accommodation with HCD and the homeowner regarding scheduling of inspections and completion of the work,
- h) performing all work in an acceptable and professional manner, and
- i) completing all required Priority I items prior to starting any Priority II, III, IV or V items as identified in Section VII. Eligible Improvements and Upgrades.

### **XXIV. SEQUENCE OF EVENTS SUMMARY**

The following is a general outline of the normal sequence of events for rehabilitation assistance.

- a. A homeowner completes and submits an application and other pertinent information and supporting documentation to HCD.
- b. Upon receipt, the application will be reviewed for completeness and it will be date stamped.
- c. The homeowner is required to furnish documentation that verifies the household income and other property related information for eligibility purposes.
- d. The HCD shall maintain the Program waiting list in chronological order and by established preferences.
- e. As funding and other resources are available applicants shall be selected from the waiting list in accordance with established selection policies, notify the applicant that they have been selected and process the application for assistance.
- f. When the homeowner's application is selected from the waiting list, the HCD will verify that all the requirements for eligibility have been met.

- g. The HCD shall verify income in accordance with HUD regulations and established policy and procedures.
- h. The HCD must determine whether the property proposed for rehabilitation is located within any identified flood plain. If the property is located in a flood plain, the homeowner must provide evidence of flood insurance to HCD.
- i. The HCD Inspector and/or Designee will conduct an inspection of the property to be rehabilitated and prepares a work write-up and cost estimate.
- j. Properties that are over 50 years old may be determined to be historic and are protected in accordance with the National Historic Preservation Act of 1966. The HCD shall complete a site-specific review form for each project and submit to the NJ State Historic Preservation Office (SHPO). SHPO has 30 days to determine if the scope of the work does not include items that are on the "No Effect" checklist before construction can begin.
- k. For properties constructed prior to 1978, the inspection will include a lead risk assessment performed by a qualified lead risk assessor procured by the County.
- l. The work write-up and cost estimate will include all items necessary to bring the structure into compliance with the HCD written property standards and to applicable code; including items recommended as necessary to preserve the property's structural integrity, weatherization and quality of living conditions, and any other items requested by the homeowner which are eligible under the HCD's written housing rehabilitation standards and HUD guidelines and within funding availability restrictions.
- m. The HCD shall also determine if any of the violations noted on the work write up may be eligible for repair under the homeowner's insurance policy and, if so, will notify the homeowner's insurance agent to determine eligibility. If the violation is eligible for repair under the homeowner's insurance policy, the HCD will notify the agent of the violation and the HCD will remove the item from the work write up.
- n. Eligible repairs must be classified under one of the priorities identified in Section VII. If the property can be rehabilitated in accordance with all current Program policies, the HCD will then inform the homeowner that they are eligible to receive assistance.
- o. The HCD shall create the necessary bid documents and issue notice of the bid documents in accordance with established competitive procurement requirements for a period not to exceed 10 calendar days. The HCD reserves the right to amend the bid documents or extend the bid deadline.
- p. The HCD requires the receipt of a minimum of three proposals (quotes) from general contractors on the planned repairs. Any amendment to the bid document and/or extension of the bid deadline must be approved by the HCD Program Director or his/her designee.
- q. The HCD will conduct the initial review of the quotes for qualification. Once qualified, the quotes are reviewed with the homeowner. Any qualified proposal may be selected by the homeowner, as long as the price quoted is within the range of twenty (20) percent above or below the cost estimate prepared by the HCD Inspector and/or designee. The HCD will verify the quote amount of the lowest responsible proposer. The homeowner will be informed if the cost is determined to be "reasonable". The homeowner shall sign off on the selection of the lowest proposer by executing a *Proposal Acceptance Form*.
- r. The HCD encourages the acceptance of the lowest proposer, but should the timeline included in the quote package indicate a delay in the start of the rehabilitation, it may authorize the next highest responsible quote.

- s. If the homeowner decides on a contractor with a higher quote, the homeowner will be responsible for the difference in the proposal costs with the funds being held in escrow or negotiate with the selected contractor to the amount of the lowest responsible proposer.
- t. The general contractor selected by the homeowner, is notified by the HCD that they are selected to perform the work.
- u. The contractor must submit or have on file with the HCD a valid Certificate of Insurance, a completed Contractor Information Form, and a statement concerning the non-use of lead-based paint and associated certifications and licenses for specialty work where applicable.
- v. The HCD reviews the above referenced documents to insure that all program requirements have been met.
- w. The HCD prepares the contract documents for execution by the homeowner and the general contractor as well as the loan documents between the Homeowner and the County. In addition to these documents, the homeowner is required to read and review the program's policy manual including grievance procedures and signs a statement indicating acceptance and understanding of these terms and conditions.
- x. A *Notice to Proceed* is issued to the contractor, no sooner than the three day Right of Rescission period has passed, and after a preconstruction conference is held. The preconstruction conference may be held at the residence to be rehabilitated or the HCD office, and the homeowner, contractor and the HCD staff attend the preconstruction conference.
- y. At this preconstruction conference, the homeowner and contractor will agree to working conditions, use of facilities and other construction related matters, and they establish a start date for the construction.
- z. The homeowner will be required to initial each item on the final work write up and cost proposal to indicate their understanding and acknowledgement of the type of work that will be performed at their residence.
  - aa. Required plumbing, electrical, and mechanical inspections are conducted by the local code official while the work is in progress.
  - bb. When the contractor notifies the HCD that the work is completed, a final inspection is conducted by the homeowner and the HCD Inspector and/or Designee.
  - cc. The *Final Inspection Report* is executed by the homeowner, contractor, and the HCD, after all work is completed as specified by the contract.
  - dd. The contractor submits an invoice for final payment less retainage to the County and provides a warranty on labor and materials to the homeowner.
  - ee. Payment less retainage is made to the contractor by the County.
  - ff. The HCD will file a lien on the subject property in accordance with the contract and Section XVIII, Procedure for Filing Liens in this policy.
  - gg. Twenty (20) calendar days after the final closeout, the contractor submits the invoice for final payment with retainage and signed lien waivers for final payment (of retainage), provided that neither the homeowner nor the HCD has received notice of unpaid bills from suppliers or subcontractors. Copies of the contract documents are given to the contractor with the final payment.

## **XXV. GRIEVANCE PROCEDURES**

### **A. Appeal Process**

Should the homeowners or contractors find themselves in a dispute they should communicate their concerns to the HCD. If these concerns cannot be negotiated or resolved successfully between the parties, either side may request an appeal with the Department Director or his/her designee who will serve as the Arbitrator.

Such an appeal shall be in writing, identifying the basis for the specific complaint, the section in the contract or policies/procedures, which are perceived to be violated, and the sequence of events affecting the project to date. All relevant supporting documentation (photographs, copies of dated Certificate of Inspection, insurance information, etc.) should be attached.

The Department Director or his/her designee will respond to this complaint in writing within ten (10) business days of receiving the complainant's letter. The Department Director or his/her designee is authorized to make reasonable accommodation, as necessary, to resolve complaints within HUD guidelines and in accordance with the program goals of efficiency and effectiveness.

Upon approval of the homeowner's application for assistance, the applicant shall be given the opportunity to read the above "Rights and Responsibilities" and "Grievance Procedures" sections of this document and shall sign a statement indicating that he/she understands them. This statement shall be maintained in the official case file.

The HCD may at any time terminate or deny assistance for a homeowner for any of the following reasons:

- If any member of the household fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
- If any member of the household violates any of the policies and procedures under this program.
- If the homeowner or family member commits fraud in connection with this program.
- If the homeowner or family member has engaged in or threatened abusive or violent behavior towards County and/or its Designees' personnel.
- If the house becomes damaged prior to the beginning of or during repairs due to homeowner neglect, weather damage covered by homeowner's insurance, or other similar circumstances.

#### **1. Initial Determination to Deny Assistance**

The HCD may receive information regarding grounds for denial of assistance through file review, third parties or other reliable sources. Upon receiving such information, the HCD will send a letter to the homeowner indicating the grounds for denial of program assistance or a request to provide further necessary information. This letter will include the basis for denial of assistance and inform them that they have ten (10) calendar days to contact the HCD to request an informal review or to supply the requested information. If the homeowner provides acceptable information to the HCD, the information will be placed into the homeowner's file with an explanation of the findings and the matter is closed.

If the homeowner does not respond to the letter, or furnish the requested information, then the HCD will send a final letter informing the homeowner of the closeout of the file.

#### **2. Informal Reviews**

When a homeowner requests an informal review, the following procedures will be followed:

1. The HCD will schedule and conduct an informal review at the earliest convenient time after receipt of the homeowner's written request. The HCD shall advise the homeowner of the appointed time in writing.

2. The Department Director may conduct the hearing or assign the request for an informal review to a designee serving as the hearing officer. The hearing officer may not be the person who made the decision under review, or a subordinate of this person.
3. The homeowner must be given the opportunity to present written or oral objection to the standing determination.
4. The person conducting the informal review will receive and review the homeowner's objections and will base their decision on:
  - a) Whether or not applicable policy was or would be violated
  - b) The validity of the evidence presented by the homeowner and the HCD
  - c) Unusual or extenuating circumstances that may warrant an exception to program policies

### 3. Notice of Decision

Upon conclusion of the informal review, the hearing officer shall have ten (10) calendar days in which to issue a Notice of Decision. The Notice of Decision shall be in writing and shall include the following:

- a) Introduction – The introduction will generally include the name of the homeowner, date, time and place of the review; name of the hearing officer; name of the Owner Occupied Rehabilitation Program Representative; and the name of the homeowner's representative, if any.
- b) Background – The background will provide a statement of the policy violated
- c) Summary of Facts – A brief summary of relevant facts presented by both parties, documents presented and the statements given by other interested parties.
- d) Final Decision – The decision of the HCD. **In no circumstance will the decision of the hearing officer violate any HUD regulatory requirement.**

### XXVI. FRAUD AND PROGRAM ABUSE POLICY

The HCD considers the Owner-Occupied Rehabilitation Program as a valuable resource for needy residents. The Owner-Occupied Rehabilitation Program is not an entitlement program to homeowner recipients. The HCD shall ensure that the administration and operation of the program is in compliance with HUD regulations and this policy and that all necessary and appropriate actions are taken to safeguard the public trust.

The following procedures will be followed only after the homeowner has been allowed to exercise their rights as outlined in section XXV.

- **Investigation**

1. Upon receipt of an allegation, the HCD will determine if the allegation is a program violation and what type of documentation or verification is needed to confirm or deny the allegation.
2. The HCD will gather the necessary documentation and prepare a case file that will include the allegation, policy violated, supporting documentation and any other pertinent information including conducting an interview of the applicant/recipient, as needed.
3. If the evidence does not support the allegation, the report will represent that the investigation is closed with all appropriate documentation and reports placed in the applicant's/recipient's file indicating the outcome of the investigation.

- **Enforcement**

1. If the applicant cannot present evidence that would clear them from the allegation or, the applicant does not respond to the HCD requests for information within ten (10) calendar days from the date

of the request, the HCD will send the applicant a letter stating that their application for assistance has been denied. The letter shall include the reason for denial and the policy violated and a statement that describes their right to appeal. The applicant shall have ten calendar days to respond to the letter. Failure to respond to the letter within ten calendar days will forfeit the applicant's right to appeal.

- **Appeals**

**In either type of enforcement action, a letter shall be mailed notifying the applicant/recipient of their right to appeal in cases of denial of assistance or repayment of grant funds.**

1. Fraud and/or Program Abuse – Preliminary Application Phase, No Funds Expended
  - a. The applicant will be provided the right of appeal.
  - b. If the applicant is found to be guilty of fraud and/or program abuse and the decision of the hearing officer is to deny the homeowner's request for assistance, the homeowner's application will be voided and the homeowner will be ineligible for any future assistance under the Owner-Occupied Rehabilitation Program.
2. Fraud and/or Program Abuse – Construction, Work in Progress Phase – Funds Obligated and/or Expended
  - a. Any work that has not been started and is not required to complete work that is already in progress will be halted. The contractor and homeowner will be notified by the HCD, in writing, which items are authorized to be completed and which items will not be authorized for completion.
  - b. The HCD will determine the amount of funds expended and will authorize payment to the contractor once the HCD Inspector and/or Designee has inspected the work and determined the work meets rehabilitation standards.
  - c. The homeowner's presence shall be requested at the time of final inspection *but is not required*.
  - d. If the homeowner refuses to allow access to the property, the contractor shall be required to submit a statement of work completed affidavit indicating the amount of payment requested based on items identified on the accepted proposal that have been completed.
  - e. The homeowner will receive a statement indicating amount owed and will be required to pay that amount within 30 days from receipt of notice unless there was an alternative payment schedule established, and agreed upon by the HCD, during the informal review process as outlined in section XXV.
  - f. The work completed shall carry no warranty.

3. Fraud and/or Program Abuse – Work Completed and Lien Filed

In circumstances where the homeowner has received rehabilitation assistance and a lien has already been filed, the homeowner will be required to repay the amount of the lien in accordance with the following schedule unless an alternative payment schedule was established and agreed upon by the HCD during the informal review process as outlined in section XXV.

- **Repayment Schedule**

1. \$1,000 or less – recipient must repay the entire amount within 30 calendar days of notification

2. \$1,001 - \$5,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twelve equal monthly payments starting sixty calendar days after notification
3. \$5,001 - \$10,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in twenty-four equal monthly payments starting sixty calendar days after notification
4. \$10,001 - \$15,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in thirty-six equal monthly payments starting sixty calendar days after notification
5. \$15,001 - \$25,000 – recipient must pay one-third down within 30 calendar days of notification and the balance must be paid in forty-eight equal monthly payments starting sixty calendar days after notification

If a recipient fails to make two consecutive payments, the County may notify the recipient, in writing, of its intent to exercise its right to foreclose on the property. Notification must be by United States Postal Service Certified Mail, Return Receipt Requested, and must give the recipient the opportunity to appeal the decision to the HCD or his/her designee. The recipient shall be given ten (10) calendar days to file a written response. Failure of the recipient to respond in writing within ten (10) calendar days will forfeit the recipient's rights of appeal.

- **Referral to HUD**

The County may, at its discretion, refer a case involving fraud and/or program abuse to HUD for review and possible criminal prosecution.

## Appendix A

### **CONTRACTOR INSURANCE REQUIREMENTS FOR OWNER-OCCUPIED REHABILITATION PROGRAM**

Prior to executing contracts in connection with the Gloucester County Owner-Occupied Rehabilitation Program, a contractor must submit to the homeowner and the County's Department of Housing and Community Development (HCD) a certificate(s) of insurance from a satisfactory insurer(s) stating that it carries the following types of coverage in the minimum amounts stated.

- **Commercial General Liability Insurance**

The policy will allow for \$500,000 per occurrence for bodily injury, death, personal injury, and property damage. The policy shall include coverage for premises/operations, products and completed operations, and contractual liability. This policy shall have no standard coverage removed by exclusions.

- **Automobile Liability**

Coverage shall be provided for bodily injury and property damage for owned, hired, and non-owned vehicles with minimum limits in the amount required by State of New Jersey law.

- **Workers' Compensation and Employers' Liability**

Statutory Workers' Compensation coverage with Employers' Liability policy has limits of \$100,000 for each accident, \$500,000 policy limit for disease, when applicable.

- **Other Insurance Provisions**

1. The County of Gloucester shall be named as an additional insured on the general liability policy. These policies shall contain the appropriate additional insured endorsements signed by a person authorized by that insurer to bind coverage on its behalf.
2. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County of Gloucester, its officials, employees, and volunteers for losses arising from the activities under this contract.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days' prior written notice has been provided to the County.
4. Certificates of Insurance shall be completed on the ACCORD form only and shall be forwarded to the HCD.

## **Appendix B**

### **LEAD HAZARD REDUCTION ACTIVITIES FOR HUD FUNDED HOUSING PROGRAMS**

#### **I. Purpose**

The purpose of lead hazard reduction activities in the Gloucester County Owner Occupied Rehabilitation Program is to reduce or eliminate lead hazards in pre-1978 federally assisted housing units. The goals of lead reduction activities are:

- To reduce lead poisoning or the risk of lead poisoning to children and families;
- To educate families about lead poisoning prevention; and
- To provide intervention through the reduction of lead-based paint hazards in pre- 1978 units that contain lead-based paint hazards in the City's federally assisted housing programs.

#### **II. General Requirements**

Notification - The County and all sub-recipients must follow the lead notification procedures outlined below when dealing with pre-1978 housing units, regardless of the type of activity funded. Proper documentation that all required notification was given must be maintained in all project files. The notices are as follows:

- Lead Information Pamphlet and Lead Disclosure Form - occupants of the unit will receive the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home" and the Lead Disclosure Form. If the unit is known to be a pre-1978 unit that contains lead-based paint or lead-based paint hazards, owners must notify tenants and prospective buyers if the owner at any time uses the unit for rental property or decides to sell the property.
- Notice of Hazard Evaluation or the Presumption of Lead-Based Paint or Hazards - unit occupants will receive notification of the results of any lead hazard evaluation or the presumption of lead-based paint or hazards within fifteen (15) days after the results has been determined.
- Notice of Reduction Activities - unit occupants will receive notification of the results of hazard reduction activities. The type of reduction activity will vary according to the level of assistance provided.
- Safe Methods of Paint Removal

The HCD will document that contractors have been informed of the permissible methods of paint removal and document safe work practices are followed. Safe work methods are required on interior surfaces larger than two square feet and on exterior surfaces larger than 20 square feet. At the very least, the program will fund the repair of any painted surface that is disturbed during our work. We may stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. We will have clearance examination conducted following most work activities to ensure that the work has been completed; that dust, paint chips and other debris have been satisfactorily cleaned up; and that dust lead hazards are not left behind.

The program will conduct a risk assessment to identify lead-based paint hazards, and as necessary, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction we will complete.

To comply with the regulations controlling lead hazards in housing receiving federal assistance, the County will ensure the regulations implementing sections 1012 and 1013 of the Residential Lead-Based Hazard reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992 applies to all homes constructed prior to 1978 are fully adhered to.

The following requirements apply to federally funded rehabilitation:

- A. Rehabilitation where cost is between \$1,000 and \$5,000:
  - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
  - Paint testing (where disturbed)
  - Repair surfaces disturbed during rehabilitation
  - Use Safe Work Practices
  - Clearance of the Work Site
  - Appropriate notices
  
- B. Rehabilitation where cost is between \$5,000 and \$25,000:
  - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
  - Paint testing and Risk Assessment
  - Interim Controls
  - Use Safe Work Practices
  - Clearance of the Unit
  - Appropriate notices
  
- C. Rehabilitation where costs exceed \$25,000:
  - Provision of the “Protect Your Family From Lead in your Home” Pamphlet
  - Paint testing and Risk Assessment
  - Abatement (Interim Controls exterior)
  - Use Safe Work Practices
  - Clearance of the Unit
  - Appropriate notices

The County Lead Contractor will inspect the unit to perform a “Risk Assessment” and lead-based paint testing with an XRF machine. Those elements which require remediation will be incorporated into the work write-up/cost estimate by the HCD Inspector and/or designee. The owner will be provided a copy of the results of this test and the required pamphlet on lead-based paint hazards.

In terms of occupant protection and temporary relocation during lead hazard reduction, if the job requires lead hazard reduction, appropriate actions typically will be taken to protect occupants from lead-based paint hazards if the unit will not be vacant during the

rehabilitation project. In those cases, occupants may not enter the worksite during the lead hazard reduction activities. Re-entry is permitted only after such activities are completed and the unit has passed a clearance examination.

Occupants of the unit do not have to be relocated if:

- rehabilitation work will not disturb lead-based paint or create lead-contaminated dust,
- hazard reduction activities can be completed within one 8-hour daytime period and the worksite is contained to prevent safety, health, or environmental hazards,
- exterior-only work is being performed where the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward, allowing for a lead-free entry to be maintained,
- hazard reduction activities will be completed within 5 calendar days and the work area is sealed, the area within 10 feet of the containment area is cleaned each day, occupants have safe access to sleeping areas, bathroom and kitchen facilities; and occupants are not permitted into the worksites until after clearance has been achieved.

HUD has advised that relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work.

If occupied units are to undergo more extensive lead hazard abatement activities, the occupant(s) must be temporarily relocated. Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting, although storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. Owners are responsible for carefully packing all breakables; removing all clothing from closets, etc. During the abatement work, only workers trained in lead hazard reduction may enter the work site. This means that neither owners nor occupants are permitted to return to the work site during the day or at night. If an owner requires special needs to re-enter the site, this will be arranged by the Gloucester County staff.

Only when the unit has been cleaned to the federally- mandated standards and passed a clearance examination is it safe and permissible to return. The County's staff will notify the homeowner with an Authorization for Re-Occupancy. Sometimes the jobs are completed in stages, with the lead hazard reduction work occurring first and the normal renovation work following. In these cases interim dust lead clearance must be obtained prior to re-occupancy by the owners or occupants and other non-lead related rehabilitation workers. Final lead dust clearance must be repeated following the rehabilitation work to verify that the residence is free of lead hazards. The County's program staff can provide more information.

**Appendix C**

**CUSTOMER SATISFACTION SURVEY**

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Date Project was Completed: \_\_\_\_\_

Please rate the following items on a scale of 1 to 5, with (1) **being dissatisfied** with services received, and (5) **being very satisfied** with housing rehabilitation services received.

- Quality of Construction Workmanship 1 2 3 4 5
- Quality of Materials Used in Construction 1 2 3 4 5
- Professionalism / Courtesy of General Contractor 1 2 3 4 5
- Professionalism / Courtesy of Sub-Contractors 1 2 3 4 5
- Professionalism / Assistance Provided by Office of Housing and Community Development (HCD) 1 2 3 4 5
- Length of Time Contractor took to Complete Work 1 2 3 4 5
- Overall Satisfaction with Housing Rehab Program 1 2 3 4 5

Please describe any specific concerns or recommendations regarding the program below. Use the back of the page as necessary. Thank you for your time and input.

---

---

---

---

---

**County of Gloucester**

Planning Division/Housing and Community Development,  
Owner-Occupied Rehabilitation Program  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Appendix D**

**HOMEOWNER ACKNOWLEDGEMENT**

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

I, \_\_\_\_\_, (full name) owner of the property located

at \_\_\_\_\_, (address), as applicant for house rehabilitation assistance from the County of Gloucester's Owner-Occupied Rehabilitation Program, have read the County's Policies and Procedures regarding this program and have reviewed the sections entitled "Rights and Responsibilities" and "Grievance Procedures." I understand and acknowledge these policies and agree to adhere to these procedures in resolving any differences or disputes which may arise during the course of and upon completion of rehabilitation work on the above-listed property.

Signed:

\_\_\_\_\_

\_\_\_\_\_

Homeowner(s)

## Appendix E

### **GENERAL SPECIFICATIONS FOR OWNER-OCCUPIED REHABILITATION PROGRAMS IN THE COUNTY OF GLOUCESTER (subject to modification without notice)**

#### **Introduction**

The US Department of Housing and Urban Development (HUD) appropriates Federal funds to the County of Gloucester for a variety of programs to provide decent, safe, and affordable housing, a suitable living environment and expand economic opportunities for primarily persons of very-low, low and moderate-income. These funds may be leveraged with other federal, state and local funds. The County's Planning Division, through the Office of Housing and Community Development (HCD) implements its Owner-Occupied Rehabilitation Program. HCD is responsible for maintaining an active list of contractors who are licensed and insured to help accomplish the activities funded under this program. Contractors are subject to all policies and procedures with respect to the Owner Occupied Rehabilitation Program which are incorporated by reference herein.

Selection and Clearance of Contractors will be in accordance with the Rehabilitation Policy and Procedure Manual. An application and documentation checklist is available on the County's website. The selection of a general contractor in the Owner-Occupied Rehabilitation Program will follow the County's procurement process, with bidding, awards and contract execution coordinated by HCD. Contractors may not be identified on HUD's or New Jersey's list of debarred or suspended contractors and must be registered, insured (and licensed, if required) with the State of New Jersey. Rehabilitation work will be undertaken only through a written contract between the contractor and the homeowner receiving the assistance. Contractors will also be expected to comply with all applicable City, County, State and Federal laws as they may apply to the project.

All Contractors and Subcontractors bidding upon work available through the Rehabilitation Program must familiarize themselves with the policies, materials standards, and methods of construction contained herein. All work write ups will refer to and incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.

If you would like to become a certified minority contractor or a Section 3 certified contractor, please ask about these programs in our office.

Any questions concerning this Handbook or its contents should be referred to the Office of Housing and Community Development at (856)307-6650. Thank you for your interest and participation in these homeowner programs. Through your efforts and support many residents will now have safe and decent housing.

## Materials & Specifications

The materials and specifications listed below are required on all Gloucester County Housing Rehabilitation Program projects unless otherwise specified. Please note that this list is not all inclusive. Eligible improvements are prioritized in the Rehabilitation Manual.

The following items listed as luxury items not approved for repair/improvement include but are not limited to: jacuzzi/jetted tubs, new decks (when no current deck exists), leaf guard®/leaf filter® gutter systems, copper gutters, gas fireplaces/fireplace inserts/wood stoves, Presidential or tile roofing, outbuildings/sheds, home-theatre/entertainment systems, security systems, room additions.

1) **Lead Base Paint:**

A project utilizing federal funds is to have a licensed Lead Base Paint risk assessor evaluate the project (testing) for lead paint. For buildings built prior to 1978, HCD will contract for an independent LBP risk assessment. A lead base paint licensed and insured contractor is to remove or encapsulate the surfaces per HUD's current guidelines and Chapter 5:17 of the New Jersey UCC. The contractor shall perform all the work using proper precautions against lead contamination in accordance to all applicable laws governing lead safe practices. Contractor shall use all required interim controls and workers must, at a minimum, be trained to work in a lead-safe manner. Once the project has been completed the contractor is to clean and prepare for and obtain final clearance from the risk assessor. The contractor will notify HCD that the project is complete for scheduling the property for a lead clearance test.

2) **Trash Removal/ Demolition**

Areas of grass killed by demolition or by storage of debris and other materials shall be raked clean, levelled and re-seeded and mulched or hydro seeded unless otherwise noted in work write-up. All debris must be removed prior to final inspection and all areas be left in a neat condition. Demolition work shall conform to the requirements of all applicable codes, ordinances and utility company regulations. Existing shrubs and trees to remain shall be protected until demolition is complete and site is clean. Demolition of a specific area shall include removal of specific materials and proper disconnection of all electrical, plumbing, heating and gas in the area. Contractor is to have a dumpster or other trash receptacle on site at all times when construction is taking place and daily cleanup and trash removal is required.

3) **Grading**

When yards are scheduled to be graded, they will be filled and or raked smooth to finish grade that ensures proper drainage of the property. Backfill material shall be clean and free from debris with no wood scraps. The backfill material will be placed according to acceptable practices. Where applicable, the top 4 inches shall be top soil suitable for plant growth. Rake smooth, reseed and mulch or hydro seed as required.

**4) Excavation**

Excavations shall comply with required depth per standard building practices, local building codes and approved plans. Access to the property shall be approved by owner and local jurisdiction. Contractor shall protect the owner's property and adjoining property from equipment traffic and excavation materials. Backfill shall be free of debris, properly built up to allow for settling and prepared smooth. Rake smooth, re-seed and mulch or hydro seed as required. Disposal of soil shall comply with local codes and standards. All surfaces adjacent to foundation or basement walls shall slope away to ensure adequate surface runoff.

**5) Foundations**

Foundations shall be designed and installed in accordance with all applicable codes and with an approved set of plans or drawings. Foundation patching, sealing, and surface repairs shall be prepared and applied per manufacturer's specifications. Repairs that alter the walls, footing or structure shall comply with local building codes and required building permits. Repairs shall match existing materials as products permit.

**6) Block foundation walls**

Existing building shall be structurally sound and repairs economically feasible when replacing or installing a new foundation. Foundation patching, sealing and surface repairs shall be prepared and applied per manufactures specifications. Repairs that alter the walls, footing or structure shall comply with local building codes and require permits. Repairs shall match existing materials as products permit along with same dimensions. Foundations shall be designed and installed in accordance with all applicable codes and with approved set of plans as required. Concrete block, poured concrete or approved alternative is required. Posts, piers, beams, floor insulation, sill plates, ventilation and ground cover vapor barrier shall be addressed when replacing or constructing new foundations. Adequate clearances shall be maintained under dwelling per local building codes. Soil from excavating shall be removed off site.

**7) Concrete**

When patching concrete apply bonding agent prior to application. Repair and patching of walks, slabs and concrete structures shall match existing in size, configuration, and finish and shall be prepared and applied per product application instructions. Work shall be subject to standard masonry practices and local building codes. Mesh or expansion joints shall be installed to prevent cracking and settling. All concrete shall be separated from wood with aluminum, stainless steel or approved equal flashing.

**8) Painting:**

Paint shall be understood to include not only paints but also primers, enamels, sealers, stains and other coatings plus all paint accessory materials to complete the project and provide finished surface. All paints and related materials shall be free from lead and comply with all applicable laws. Some finish coats are formulated to serve as primers and may be so used

when applied in accordance with manufactures recommendations. Paint shall not be applied until surfaces are thoroughly dry. Contractor shall assume responsibility for such conditions and shall make good any work executed prematurely. All touch up painting shall match surrounding areas. No exterior painting shall be done unless the temperature is above fifty degrees or per manufactures specifications. Storm windows shall be removed by contractor prior to painting. Contractor shall reinstall storm windows when painting is complete.

9) **Smoke detectors/fire extinguisher:**

Install battery operated combination smoke/carbon monoxide detectors, one on each level minimum, as required by local fire code. Mount one fire extinguisher in or near the kitchen per local code.

10) **Storm doors:**

To be white or brown aluminum or steel with baked enamel finish combination storm and self-storing screen door 1-3/8" thick. Install the door with new closer hinges, hurricane chain and sweep. Install the door with aluminum stops. Full piano hinge required. Door shall be weather-stripped at the bottom rail OR provided with aluminum threshold with integral weather-stripping. Frame shall fit weather tight in existing masonry or wood frame. Caulk at the frame.

11) **Exterior Wood Raised Panel Doors:**

To be white pine, 1-3/4" thick, set in original jamb unless otherwise specified. Install 3 new 3-1/2" brass butt hinges, new Kwikset or equal lock set and key-like deadbolt. Install new 1-3/8" wood stops with vinyl gasket weather stripping. Install 2-pc. extruded aluminum threshold. The wood portion of the stop is to be painted or finished to match the existing jamb. The jambs, trims, etc., are to be painted 2 coats MAB or equal. Contractor to provide 3 sample door styles for owner to choose from. All exterior doors are to have a minimum peep hole viewer. The owner may choose a door with window lites within the same range as door specified herein.

12) **Exterior wood flush door:**

To be 1-3/4" solid filled wood door. All doors are to be painted with primer and 2 finished coats of exterior grade MAB or equal paints, all edges and sides to match jamb, etc. Owner's choice of colors. Install 3 new 3-1/2" brass butt hinges, new Kwikset or equal lock set and key-like deadbolt. Install new 1-3/8" wood stops with vinyl gasket weather stripping. Hinges for an exterior door swinging out shall have a setscrew in the barrel to prevent the removal of the pin when the door is closed and the hinges should be rust resistant. See 11 for all other required door parts and installation instructions. Pre-hung unit required.

13) **Steel insulated entrance doors (pre-hung):**

Install unit square and level, contractor responsible for all required framing adjustment to obtain proper installation to include headers, jacks and sub sills where damaged or missing. The contractor is also to replace any and all rotten and damaged members to assure permanent and professional installation. The door is to have complete hardware to include security lock (keyed alike system), fully weather sealed and trimmed. The contractor is not responsible to paint steel doors. The doors are to be 3, 6 or 9 lite or 6 panel, owner's choice. The jamb and trims are to be filled, sanded and painted or aluminum clad. If the project is having aluminum installed then clad the door.

14) **Weather stripping: (Existing exterior doors)**

Install 1-3/8" wood stops with vinyl gasket. Install 2-pc. aluminum threshold. The wood portion of the weather stripping is to be caulked and nailed to form proper seal, as well as painted 2 coats to match jamb.

15) **Steel b-rated pre-hung fire doors**

Full finishes, hardware and trims labeled door sub code approval.

16) **Wood or hollow core interior doors/bi-fold door:**

Type of door shall be listed in the work write-up/inspection report. Replacement panel doors shall match existing as closely as possible. Louvered doors shall be ventilating type. Door shall be installed with new passage set hardware and shall be hung with three brass or brushed aluminum 3 1/2 inch butt hinges. When door is to be natural finish, it shall be stain grade wood or it may be prefinished. When two pairs of doors are being installed, a door aligner shall be provided where the center panels meet. Install all appropriate jambs, casing, stops, trim and all hardware.

17) **Overhead garage door**

Complete overhead garage door replacement, door shall come with baked on enamel finish. All new hardware, weather stripping and locking mechanism.

18) **Storm windows**

To be white or brown (owner's choice) triple track, including screening. The window is to have extruded aluminum and anti-bow stabilizer bar at center of top and bottom sash. The storm window is to be set in a bed of caulk and then caulk frame after screwing in place. The weep holes are to be open and free to allow proper function.

19) **Wood double-hung window sash**

To be double pane Energy Star qualified 1-3/8" thick (or as required by unit manufacturer). Sashes are to be white pine sash, milled to fit existing size of window opening. Install with

new parting bead sash stops, sash chain (new weight if missing or required) and sash locks. The windows are to be painted with primer and 2 coats MAB or equal exterior and interior enamels. The windows are to operate as intended and hold their position when open, etc. Natural finishes may be applied if an owner wishes. If wood windows are installed as part of historic preservation, contractor must ensure units are approved by SHPO or local historic review board prior to installation. All trims, sills and other parts are to have complete finishes, 2 coats to match. The style of sash is to conform to the building requirements. Example, if 6 over 6 lite exist, then that is what is installed.

20) **Vinyl replacement windows:**

Owner has a choice of grids (example: 6 over 6). The units are to be white or brown double pane Energy Star qualified window with a Solar Heat Gain Coefficient (SHGC) not to exceed < 0.40 and a U-Factor not to exceed <0.30. The windows are to be solid vinyl units with min. 5/8" air gap between double glazings, fully welded units. The unit is to have double sash lock and half screen. A new window assembly shall include sash, jamb, casing, mullions, frame, sill and all trim as appropriate to the particular installation. The window sash is to glide easily and stay in position when opened. The interior and exterior are to be caulked neatly and provide proper seal. The interior and exterior stops are to be replaced if damaged, as well as any other surface that is damaged during installation. The interior and exterior stops are to be repainted to match surrounding surfaces as close as possible. If the exterior trims are covered with aluminum, the newly exposed trim is to be covered with aluminum to match. If the work write-up calls for a CLAD of the window, it means the entire exterior trim is to be recovered with aluminum, not just the newly exposed trims. The window is to be installed to all manufacturers' specifications so the owner may be eligible for all manufacturers' warranties, as well as contractor warranties. All window warranties are to be hand delivered by the contractor to the homeowner directly, copies of warranty to be provided to Program Manager. Windows should be installed according to the manufacturer's recommendations and be properly **air sealed** during installation to perform correctly. To air seal the window, **caulk** the frame and **weather strip** the operable components.

21) **Bow window (Bay window):**

Materials and specifications apply as in Specification 20.

22) **Replace window pane**

Window repair will match existing in size and configuration per available products. Replace glass panes with approved glazing for location. Replacement of double glazed, low E or similar to meet current code for insulation value.

23) **Cellar windows**

To be Energy Star compliant vinyl units. Units to have complete pressure treated frame and sill fastened securely to masonry, caulk all gaps and openings to eliminate infiltration with butyl

rubber base caulk. Hardware to be galvanized to operate smoothly and eliminate all infiltration. Paint inside and out with exterior grade gloss finish, prime and 2 finished coats.

**24) Floor and floor coverings**

Remove existing floor covering all layers including underlayment. Inspect and replace sub floor damage (sub floor allowance is two (2) 4x8 sheets of 3/4" plywood or existing style and dimension thickness sub flooring unless otherwise specified). Install new 1/4" wood underlayment properly nailed, glued or screwed per manufacturer's recommendation. Apply floor patch to seam and nails to provide proper installation surface. Provide vinyl flooring selection owner's choice. All products (Owner's responsibility for the difference in cost.) Install wood 4" base trim to include entire perimeter of floor area. All products are to be installed with waterproof glues. Owner to receive warranty and care and maintenance instructions along with last open box of 12x12 tiles. (Vinyl 12"x12" tiles or sheet vinyl owner's choice- value of choices \$2.50 per square foot installed) includes labor. Pergo or equal type laminated materials or tongue and groove materials may be substituted however they are not approved for bathrooms or high moisture areas. Program manager to approve any substitution.

**25) Carpet**

The replacing of carpet must remove a health or safety hazard and will be determined on a case by case basis. Existing floor covering shall be removed down to the subfloor or steps, all nails, screws and tack board shall be removed disposed of properly. Replace up to 64 sq. ft. of sub floor as required. Install screws to sub floor or steps in order to reduce or eliminate squeaks. No soft spots are to remain whatsoever, all areas of the floor or steps are to have solid footing. Install appropriate tack board, new padding. Ensure padding is tacked down to the sub-floor with appropriate fasteners. Install builder's grade carpet, Shaw or equal, owner's choice of color. Owner may substitute laminate flooring, of equal value as carpet, installed per manufacturer's recommendations in low moisture areas. Installation shall include all new transition pieces; new moldings and have a minimum 10 year warranty. Last open box of laminate flooring to be left with homeowner. See 24 for other project requirements and installation guidelines.

**26) Dry Wall/Plaster Finishes**

Patching and repairing of interior walls and ceiling surfaces shall match existing in size, color and configuration. All material applications shall comply with manufacturer specifications, standard building practices and local codes apply.

**27) Dry Wall Sheetrock (Walls and Ceilings)**

Remove all existing coverings to framing. Make all required pack outs and install all required nailers (example, inside corners for old plaster and lathe construction). Install all required fire stops to code. Install 1/2" sheetrock tape, float and spot nails to 3 coats. Sand and seal drywall, then apply 2 coats latex flat finish MAB or equal. All surfaces are to be free of

bubbles and any imperfection. Install window, door and base trims (wood), pack out jambs or trim to receive trims properly. Paint trims, jambs, doors and windows with primer and 2 coats semi-gloss latex MAB or equal if installing drywall on walls. If drywall is installed on the ceiling only, install required trims to finish off all edges, neat and clean. Paint ceiling replacement section only as noted, match color as close as possible, owners choice. If stain and varnish finishes are used, trims may not be finger joint type. If the building requires larger old style trims, they must be used.

**28) 3/8" Sheetrock (over existing surfaces):**

Install with glue and screws through existing surface to framing. Tape, float and spot nails and paint as specified in 26. Install all required trims to finish off all edges, etc., full finishes. Apply semi-gloss paints for all trims, windows, jambs and doors as specified in 26.

**29) Interior plaster repair**

When patching plaster, all broken or damaged plaster shall be cut out to straight lines with clean sharp edges. New lath and reinforcing strips shall be installed if needed. Use plaster bond material for proper adhesion of new plaster to existing. The areas to be patched shall be filled with base material and then given a finish coat of the same material as adjoining plaster. Patched areas shall match adjacent work in finish and texture and be free of bulges. Joinings shall be flush and smooth so that the joints between the existing and the new plaster are undetectable. Prior to application of new plaster all loose or otherwise defective plaster shall be removed. All new metal lath, plaster stops, corner and casing beads and corner reinforcement shall be installed as needed. All metal shall be galvanized or coated with rust inhibiting paint. New applications shall be three coats wet plaster over lath, apply plaster with minimum thickness as established by industry standard for the type of base material being used.

**30) Interior Wood Stairs (Basement/Cellar)**

Remove existing stairs completely. Install 1½" thick stringers (fir), a maximum of 32" apart. Install 1½" thick treads, proper tread and rise to local code (closed risers). Install 1½" oval fir handrail on minimum 3 wall-mounting brackets. Sand smooth and apply 2 coats enamel finish or stain and 2 coats varnish, owner's choice. Where cellar floor doesn't exist and one is not being installed, install 4" thick 2500 lb. mix trowel finish pad at foot of stringers, approx. 3' x 3' pad. All open sides of stairs are to have 4" spaced vertical guard baluster system.

**31) Concrete Floors (Cellar)**

Grade and dig to provide original heights and level. Install 2500 lb. mix trowel finish concrete floor, 4" thick. Control joints shall be provided for all flatwork in accordance with industry standards. Base material for new slab shall be well compacted. Delivery ticket required in the file to verify concrete used. Maintain minimum of existing floor to joist height (unless otherwise specified).

**32) Interior Wood Stairs**

Remove existing stairs completely. Install 1½" thick stringers (fir) to code. Install 5/4" bull-nose yellow pine treads and ¾" white pine rise. Install handrails as specified in 33. Sand all wood and apply 2 coats of floor varnish or deck enamel for cellar. All open sides of stairs are to have 4" spaced vertical guard balusters. All modifications due to existing limitations must be pre-approved by Local Sub Code Official.

**33) Interior Handrails/Balusters**

Install 1 5/8" oval fir handrail and minimum 3 mounting brackets within 8' run and additional brackets as required to make longer runs and turns, etc. Finish to be stained and 2 coats of varnish over sanded prepared surface. Railings in cellar stairways with open sides are to have guard balusters with 4" spacing installed. Sand to have no rough edges. Continuous from bottom to top, with ends mitered, returned into the walls or post etc. All open sides of cellar stairs to have guard BALUSTERS, 4" spacing, vertical. All rails are to be returned into the walls or posts sub code approvals.

**34) Exterior Landings , Steps, And Railings (Wood)**

On existing footprint or as required by local code, frame landing and steps with pressure treated lumber and corrosion resistant fasteners. Use 4x4 vertical members on approved footings with aluminum heel and 1x6 pressure treated lumber for stairs and decking boards. Install decking to allow drainage, spacing not to exceed ¼" between boards. Install decking with heart-wood facing up to reduce potential for loose boards and tripping hazard created by cupping boards. Construct steps with tread depth and riser per local code. Install pressure treated railings or vinyl railings, proper rise and run per local code. Install concrete landing at bottom of stairs if missing, four inch thick 3 feet by 4 feet minimum.

**35) Exterior Landings , Steps, And Railings (2nd Floor)**

Remove existing stairs entirely. Install treated wood stringers maximum span 32" (additional stringers over 32"). Install treated 1 ½" treads and platforms as required. Install with 7 ¼" rise and 11" run, all support columns to be 4x4 treated lumber on footers with aluminum heel. Foot of string to be set on concrete pad. All work to be per code and load test requirements (closed risers).

**36) Exterior Landings , Steps, And Railings (Concrete)**

New concrete steps shall be as wide as original and extend at least 6 inches to each side of the entry door or as required by local code. Rise and run shall have variances of no more than 3/8" throughout flight. Provide 1" pitch for drainage. Wearing surfaces shall be troweled and have non-skid texture. Break out and remove any existing steps entirely. All exposed concrete to be 3500 lb. mix to code. Contractor to provide delivery ticket stating mix that was delivered. footings and inspection required. Contractor to notify HCD staff if any change due to conditions. This is to include platforms, landings, etc., to original size or min. platform of 3' x

5' if none exists, where possible. Remove forms after set, assure no holes or gaps, complete finished. Permits and approvals required including footing inspection by local code official.

37) **Exterior Welded Wrought Iron Railings**

To be solid welded wrought iron, with vertical rails to be  $\frac{3}{8}$ " iron, balusters spaced no further than 4" apart, max., welded to the horizontals. This applies to all rail systems that require balusters (this includes VI-33). Guardrails R-3 - 36", R-2 - 42" high, handrails 30" to 38" or per local code. Railing to be installed from foot of steps up to building and attached to the building securely making all contour changes to encompass platform area. Prime all iron one coat rust-resistant and finish 2 coats rust-resistant enamel, Rustoleum or equal. Secure railings into concrete with masonry anchors a maximum of 6' apart or into wood decking same distance.

- 38) **Concrete Sidewalks**: Dig and grade for proper pitch and drainage, etc., form up and pour 4 inches of 3500 lb. mix trowel finish concrete sidewalks. Install expansion joints at equal intervals as required. Square foot dimensions will be est., widths will be to original dimensions unless different requirements are stated according to the work write-up or the municipality requires different dimensions due to current local code. Remove forms and assure no imperfections. Surface shall be floated and receive a light broom finish. Contractor to provide delivery ticket stating mix that was delivered.

39) **Exterior Stucco/Plaster**

Remove all damaged stucco, repair metal lath or wire fabric. Over wood frame construction or appropriate, apply wire mesh, new three coat finish and over masonry surfaces apply new two coat finish. Scratch coat shall be uniformly roughed to provide a sound base. Match new finished surface as close as possible to existing surrounding surfaces in color and texture.

40) **Wood Handicap Ramps And Walkways**

Contractor responsible for securing all local permits and property survey if required. Install pressure treated wood ramp per local requirements with regards to ramp length, height, turning radius and other parameters to comply with Americans with Disabilities Act. Install decking with corrosion-resistant fasteners and deck screws. Install all finished materials, latches and hand rails and cement landing if not present. Install all footings and aluminum foot on vertical 4x4 members.

41) **Roof Installation**

The contractor shall seal all roof openings and exposed roof edges, chimneys, porch roofs, dormers, skylights and vents with plastic asphalt cement as needed to insure water tight joints. Once the roof repair or replacement has been started the application shall not be delayed except when absolutely necessary to due to inclement weather. Should inclement weather arise it is the sole responsibility of the contractor to provide adequate protection of the structure and its

contents. **Nailing pattern shall conform to the high wind pattern per manufacturer's instructions.** All roofing fasteners shall be galvanized steel, stainless steel, aluminum or copper roofing nails of a length to penetrate through the roofing materials and into the roof sheathing by  $\frac{3}{4}$  of an inch or per roofing manufacturing recommendations. Color of roofing shall be owner's choice of standard roofing that is readily available. Contractor responsible to keep yard and gutters free of debris and nails at the end of each day.

42) **Roof Sheathing**

Install new sheathing all levels including all overhangs, porches and attached roofs to the main structure. New sheathing shall be exterior grade  $\frac{1}{2}$  inch plywood. Plywood sheets shall be installed in a staggered pattern. All nails and fasteners shall be galvanized.

43) **Double Coverage Roll Roofing**

Remove all existing roofing. Contractor responsible for 64 sq. ft. of sheathing, CDX plywood  $\frac{1}{2}$ " or equal thickness to surrounding sheathings. Install all new aluminum flashings and drip edge. Install 90 lb. double coverage roll roofing, full masking of materials. Contractor to provide 5-year warranty not contingent on manufacturer's warranties. Contractor to see work write-up for specific building regarding further sheathing requirements. Contractor to provide photographs of sheathing and flashing installation.

44) **30 Year Fiberglass Overlay Roofs**

Install new roofing over existing roofing (max. 1 existing layer). Prepare existing surface prior to installation, all loose tabs to be removed and edges cut back. Install required starter course. Install new ridge vent, aluminum drip edge, ice and water shield. Install new aluminum flashings and plumbing vent, boots, etc., Johns-Manville or equal 235 lb. per sq. ft. or equal. Contractor is responsible for 64 sq. ft. of sheathing for bidding purposes PER ROOF LEVEL. Where sheathing is to be replaced, the surface is to have 15 lb. felt paper installed and even with surrounding areas after installation. Sheathing is to be  $\frac{1}{2}$ " CDX 4-ply fir, warranty for roof not contingent on manufacturer's warranties. Install ridge venting, all valleys to have aluminum flashing under shingles. Starter course and first course to have full seal.

45) **30 Year Fiberglass Replacement Roofs**

Remove all layers of roofing. Remove all debris from property and dispose properly. Replace damaged sheathing with new  $\frac{1}{2}$ " CDX 4-ply fir plywood sheathing or equal thickness to existing sheathing. Contractor is responsible for 64 sq. ft. of sheathing for bidding purposes, unless otherwise specified. Prepare surfaces and install new 15 lb. felt paper. Install all new aluminum flashings and drip edging. Install roofing as specified in 41. Install ridge venting. Homeowner to receive last open bundle of shingles.

46) **Metal Roofs**

New metal or replacement metal roofing shall be installed in accordance with manufacturer's recommendation. Maximum eaves overhang shall be 2" and roofing shall lap away from prevailing winds. Full length sheets are to be used when possible. All new roofing shall carry a minimum 50 year manufacturer's warranty for rust. All new flashing and caulking must be installed. Repairs to existing metal roofing shall adhere to work write/inspection report. The valleys are to have metal flashing prior to weave. 24" wide aluminum ice and water shield required for valleys, and 3' of all roof ends. All new flashings requires also chimney flashing is to be returned into the chimney and sealed, not bent out or laid flat against.

47) **Membrane Roofing**

Roofing application requires a 10-year warranty and 2 additional years if aluminum coating applied. Coverage and underlay shall be the same as for asphalt shingle roofing. Nails and fasteners shall be corrosion resistant and shall be long enough to penetrate sheathing or roof boards. Install all new aluminum flashings and drip edge.

48) **4-Ply Hot Mopped Roof**

Install new roof to industry standards and manufacturer's specifications. Install all new flashings and drip edge aluminum. Contractor to provide 5 year warranty not contingent on manufacturer's and materials warranties. Reline all collection boxes and replace galvanized outlets, re-cement. All hot applied roofing to include mopped and torch down, are required to have a fire permit. All roofing shall have an underlayment or bare sheet with 3-ply hot mopped felt and hot mopped top coating. Install all new aluminum flashings and drip edge

49) **Bituminous Membrane Roofing (Torch Down)**

Nord or equal. Remove all existing layers of roofing to sheathing. Assure sound stable sheathing. Replace all damaged sheathing. Install 30lb base sheathing with approved fastener to manufacturer's specifications. Install torch down bituminous membrane roofing, new drip edging and all new flashings. Install new downspout drop tubs and properly seal. This requires a 10-year warranty from the contractor and the manufacturer. Sheathing 2 Sheets 4x8 per roof level. All substitutes require prior approval from HCD. If aluminum coating is applied to the roof, 2 additional years warranty is required. Contractor to provide photographs of flashing and sheathing installation.

50) **Gutters and Downspouts**

Install 5" K-style aluminum gutters (white or brown, owner's choice). Install with spike and ferrules (strap hangers where necessary). Pitch to downspout outlets (over 20' run pitch both directions and install 2 downspouts). Install all parts and continuation piece with aluminum screws and gutter cement. Seamless gutter systems may be substituted. Note if strap hangers are used they must be installed under shingles; apply appropriate waterproof caulking or sealant at entry points. ½ Round required for historical work replacement. Install 3" x 4" aluminum downspout to same color outlets. Install 90° elbow and concrete splash block at grade. Install

downspout with wall mount every 8'; affix all joints and parts with 3 aluminum pop rivets or screws. Direct the flow of water away from foundation.

51) **Gutter Screens/Guards- For Senior Citizens And Handicap Persons Only**

Install new gutters screens or guards on all gutters. If gutter guards are installed over existing gutters, ensure gutters are clean and free of all debris prior to installation. Install 3" x 4" aluminum downspout to same color outlets. Install 90° elbow and concrete splash block at grade. Install downspout with wall mount every 8'; affix all joints and parts with 3 aluminum pop rivets or screws. Direct the flow of water away from foundation.

52) **Kitchen Sink And Faucet Only**

Install stainless steel single or double bowl sink with new P-trap, waste lines, venting supply lines and shutoffs under counter, mid-line Moen or equal metal washerless faucets.

53) **Kitchen Base Cabinets And Sink:**

Contractor shall verify in the field all cabinets and countertop dimensions listed in the work write-up. Both wall and base cabinet assemblies shall be custom built on the job or consist of individual units joined into continuous section. All units shall be fully enclosed with backs, bottoms and panels including tops for wall cabinets. Base cabinets designed to rest directly on the floor shall provide a toe space at least 2 inches deep and 3 inches high. Install a new medium grade wood base cabinet (Wellborn Cabinets or equal with solid wood face, frame and doors) with Formica or equal covered counter top and splash board with 2 drawers and 4 cabinet openings or equal. Install stainless steel single or double bowl sink with new P-trap, waste lines, venting supply lines and shutoffs under counter, mid-line Moen or equal metal washerless faucets. Install Formica or equal at wall between base and wall cabinets, include range area if at same wall. Unit to be a 6' starter unit unless other specified. Owner has choice of Oak or Maple or White cabinets. Contractor to install same quantity to existing footprint and/ or layout. Contractors to use stock cabinets wood door and drawer fronts and frames. Moen faucets required, or equal.

54) **Kitchen Wall Cabinets**

Both wall and base cabinet assemblies shall be custom built on the job or consist of individual units joined into continuous section. All units shall be fully enclosed with backs, bottoms and panels including tops for wall cabinets. Cabinets units shall be installed level, plumb and true to line. Install approximately 6' of wall cabinet to match base (see actual property for exact dimensions). Contractor to install same quantity to existing footprint/layout

55) **Bathroom (Tub only)**

Install (approximately 5') steel porcelain finished tub with new trap, waste, venting, copper or plastic supply, and new shutoffs at access area. Install access panel if not existing, full finishes and trims, 3/8" sanded plywood, 2 coats semi-gloss finish. Install new medium grade Moen or equal washerless metal faucets, shower, diverter, stopper, complete. Installed unit should be scald-free and conform to local code.

**56) Bathroom Tub Wall Surround**

Install minimum 3-pc fiberglass tub surround over green board waterproof sheetrock with waterproof flues. Unit to have molded soap dish areas. Final unit to be free of all excess glues and stickers, etc. Unit to be impervious to water. Color owner's choice (Swan or equal). End wall framing is required for complete installation where not existing. Window in tub surround area shall be removed or replaced with smaller window unit if the tub surround is to be replaced. Lasco quality products or equal for material standards. All faucets, etc., to be metal MOEN or equal washerless scald-free, no plastic will be accepted. All bath accessories shall be chrome plated unless otherwise specified. All areas to be checked by contractor prior to installation, bath accessories specific for handicap persons must comply with ADA requirements and local code. 2-pc fiberglass and 1-pc fiberglass tub and tub wall combination unit can be substituted, where applicable with pre-approval.

**57) Sink/Vanity**

Install medium grade solid wood front and wood door vanity with steel porcelain sink or equal. Install with new P-trap, waste, venting and new supply whips with new shut-off valves. Moen or equal mid-line washerless metal faucets or equal. Colors and style, owner's choice, within program budgets. Contractors to use stock cabinets with wood door and drawer fronts and frames. All new plumbing fixtures to be equipped with water saving equipment. All bath accessories shall be chrome plated unless otherwise specified. All areas to be checked by contractor prior to installation, bath accessories specified for handicapped must comply with ADA requirements and local code.

**58) Toilet (Water Saver Unit)**

Install new toilet to match other fixtures as close as possible. New wax ring with new supply whip and new shut-off. Replace any damaged flooring prior to mounting. Mid-line American Standard or equal. All bath accessories shall be chrome plated unless otherwise specified. All areas to be checked by contractor prior to installation, bath accessories specified for handicapped must comply with ADA requirements and local code. All new plumbing fixtures are to be vented as required by code. All faucets, etc., are to be of polished metal type, no plastic fixtures will be accepted. All plumbing to be installed to code and contractor to obtain all approvals and permits. All floor, wall and ceiling surfaces to be repaired to original condition due to plumbing and venting requirements.

**59) Hot Water Tank (Domestic)**

Remove existing hot water tank from building and dispose of properly. Install new 40 gal. gas-fired or electric hot water heater, Rudd or equal, Energy Star compliant with minimum 7 year warranty, connect to existing lines. Install all hot water heaters with pressure/temperature relief valve, discharge pipe (copper) to within 6" to 8" of floor. Unit to be placed on four inch solid cement blocks. Install proper flue pipe or direct vent as appropriate. All installations to have Sub Code approval, as well as utility company approvals. Submit all utility/manufacture

warranties and rebate forms to owner. Provide chimney certification and cleanout as required by local code.

**60) Hot Water Tank (Gas Unit only)**

Install new galvanized steel chimney pipe into masonry or equal approved chimney. Cement stack where it enters chimney with approved fire-rated products. Install proper pitch on smoke pipe to assure adequate ventilation to code. Hot water heater temperature/pressure relief valve: Install copper discharge pipe within 6" to 8" of floor.

**61) Copper Water Service:**

Disconnect existing water service and install new K-Copper water service from street to building. Install shut-off valves before and after meter. Obtain code official's written approval prior to backfill. Install approved sleeve where passing through foundation and properly seal opening water tight. Contractor to obtain all required street openings permits etc.

**62) Copper Water Supply**

Remove existing water supply lines. Install new K-copper hot and cold water line from meter to each fixture to code official approval.

**63) Vinyl Coated Paneling (Water Proof Or Equal Wall Coverings)**

Bath or kitchen walls. Prepare wall surface to be sound and even. Install with waterproof panel cement to all surfaces. Install all required trims to assure full secure finishes. Install 5" vinyl cover base waterproof cement. Contractor to give owner a min. choice of 3 colors/styles within equal price range.

**64) Repointing/tuck-pointing** Rake out all old mortar to a depth equal to the width of the joint or ½ inch, whichever is greater. All deteriorated and loose mortar shall be removed regardless of depth. Re-mortaring shall be done as specified under general instructions above. Trowel all mortar joints to a hard, smooth water tight surface, matching the shape of the original joint. Remove all excess mortar and clean all repaired areas.

**65) Rebuild Brick Chimney Tops**

After removing all existing brick, etc., to within 6" below roof, rebuild with new red bricks to proper height. Install chimney with terra cotta flue liners. Install new aluminum flashings and roof cement to assure proper seal. Install chimney cap.

**66) Repair Existing Chimney (Parge)**

Fill all gaps, etc., sound. Install new flashings. Install galvanized wire mesh, nailed, 16" OC. Existing chimney mortar joints shall be restored to sound condition prior parging chimney. Parge with 2 coats cement, lime and sand mix to produce requirements (3,1,1). Finish to be true and smooth. Install chimney cap. Photograph of wire and flashing required for the file.

67) **Insulation Attic Ceiling And Roof Slopes**

Blow in cellulose or fiberglass to fill spaces entirely between rafters in roof slopes, installing stops in bottoms of rafters. Blow in cellulose or fiberglass in floors, between joists of knee wall areas to a minimum depth of 8". Install 3-1/2" fiberglass, Craft faced, roll insulation between studs of knee walls. Cellulose insulation must be treated with fire retardant to meet federal and local specifications. Vent insulated area above ceiling with a minimum of roof vents. Patch all holes in walls, ceilings and roof. Allow air spacing and ridge venting. Photographs required reflecting insulated attic area.

68) **Attic Floor Insulation**

Blow in cellulose or fiberglass insulation to R30 for entire attic floor (when floor area open, fill between joist, where floor exists, entirely). Reinstall floorboards sound and secure. Install adequate cross ventilation, soffit, gable or roof as applicable for structure. Photographs required reflecting insulated area. All products to meet all state and federal requirements and provide written certification adequate ventilation. Insulation work shall comply with specifications and work write-up/inspection report. New installation shall meet local code and minimum R-value standards for insulated area.

69) **Parge Foundation Walls (Exterior)**

Knock off all loose cement and wire brush exterior cellar/ foundation walls to prepare wall surface. Cement parge (trowel finish) all cellar foundation walls with a mixture one part Portland cement, three parts sand, until all wall surfaces are even and sound, cementing also around all window and door frames to seal all holes.

70) **Parge Foundation Walls (Interior)**

Knock off all loose cement and wire brush interior cellar walls to prepare wall surface. Cement parge (trowel finish) all interior cellar walls with a mixture one part Portland cement, three parts sand, until all wall surfaces are as even as possible and sound, cementing also around all window and door frames to seal all holes.

71) **One Hour Fire-Rated Wall Or Ceiling**

Install 5/8" fire code sheetrock over wood studs or ceiling joists. Any new studs are to be 2" x 4", min. 16" on center. Spackle, tape and finish all joints and corners so smooth and even. Seal all holes at pipes, window or door frames, etc. Common walls – installation from both sides, from foundation to underside of roof and 4' each side of wall on rafters. Ceilings to be double layered staggered joint application. Seal all gaps and penetrations with approved products. 2 hour assembly requires double staggered sheets; ceiling to have metal furring strips between layers. Install 4' of ceiling from walls.

72) **Electrical**

All materials and equipment used shall conform to latest UL or appropriate standards. All materials and equipment shall conform to installation. All wiring, fixtures, switches, receptacle, etc., shall be installed with all accessories. Fixture, equipment and materials furnished shall be new and free from defects. The contractor shall do all drilling, cutting, and patching required for the installation of the work under this section. All work shall match all surrounding work. New electrical service panel, wires and service drop shall be sized to match the new load and installed according to current code. All circuits shall be identified in the directory at the panel. Main distribution panels shall have a main disconnect and grounded per local code.

73) **Electrical Service**

Disconnect and remove existing electrical service. Install a new 150 amp electrical service with new 20 available circuit breaker panel, main disconnect switch secured to a plywood panel. Connect to all approved lines. Electrical work to be inspected upon completion. The contractor is responsible for all additional disconnect switching as required due to panel vs. meter location. System is to be balanced so as not to overload circuits. Sub code approvals required.

74) **Exterior Siding**

New or replacement siding shall match existing in size and configuration as per products availability. Work shall include new house wrap. Materials and installations shall comply with product manufacturer's specifications and local building codes. Cost for new siding (when specified) shall include all pack out for windows, doors and exterior features including all trims. Any exterior vent pipe or similar shall be insulated and boxed in and install siding to match. Sheathing and framing behind siding must be solid. Siding installation shall include window and door wraps, fascia and soffit wraps, belly bands, porch trim and all exposed beams, post and or columns. Use aluminum or galvanized steel nails and avoid face nailing where possible. The contractor shall provide manufacturer's warranty information to the homeowner upon completion of the work.

75) **Aluminum Siding Or Vinyl Equal Siding**

Install siding with galvanized nails or screws. Install ½" insulated sheathing, Tuft-R or equal, apply duct tape/sealant to all sheathing joints. Owner to choose colors and style. All work to be completed in a professional manner (4 over 4). All venting pipes and similar items to be insulated, boxed and sided, full finishes and extend all venting as required to above roof lines per local code.

76) **Exterior Painting Wood Trim**

Cornices, soffits, porches, window sashes, doors, lattice, porch decks, ceilings, columns, etc. Scrape and remove all loose and flaking paint, fill all gaps, holes, cracks, seams with wood putty or caulking, apply two even, smooth coats of exterior trim enamel. All sashes to be re-glazed where deteriorated or missing putty. Install new glass where broken or cracked, caulk all storm window frames. Seal around all entry points for wires, gas pipe, etc. All surfaces to

be sound prior to painting. Replace any deteriorated, missing or rotten wood prior to painting. Primer of all areas required.

77) **Exterior Trim Wrap (Aluminum)**

Cover all exterior cornices, soffits, fascia, rakes, window trim, sills, door jambs (full wrap). Pack out all trim surface such as windows and doors prior, so they project out past the siding. Install formed coil stock lapped to cause water, snow and ice to run off caulked neatly with matching caulking. When storm windows exist and are to remain, remove storm windows prior and extend aluminum into window area. Reinstall storm windows properly and free up weep hole for drainage, caulk in storm window frames. Wrap with aluminum coil stock and aluminum soffit panels with vent panels. Colors owner's choice. Contractor to replace all damaged wood prior to covering with aluminum.

78) **Wall Panel And Suspended Ceilings**

Remove all loose and falling plaster from walls and ceiling. Install a 2'0" x 4'0" or 2'0" x 2'0" suspended acoustical tile ceiling. Supporting grid member ties shall be spaced not more than 4'0" on center, hung and securely tied with wire hangers accurately leveled. Hangers shall be #12 gauge galvanized wire. The suspension system shall be rigid and in perfect alignment so that the finished ceiling will be in true plane with adjacent members, flush and in alignment in both directions. Fire-rated suspended ceilings to be approved classification with panels clipped in place. If lighting fixtures are recessed, they are to be fire-rated enclosed as per Sub Code Approval.

Panel: Remove all trim and base boards off walls. All walls to be furred out, using 1'x3' furring strips, 16" on center. All hollow areas between plaster and the furring shall be packed out and nailed securely to the walls. Fire stopping required and provide photos. All existing and new receptacles and wall switches to be moved out so as to be flush mounted to new paneled wall. All windows and doors and wall openings to be trimmed out with 2-1/4" matching clamshell trim. Also inside and outside corners to receive matching trim. All trim to be refinished. All hallways, rooms, closets to be installed with 3-1/2" wood cove base, complete with inside and outside corners. Wood base molding to be glued with a good grade of adhesive or nailed as appropriate. Install 4' x 8' x 1/4" panel, color to be selected by owner. Conform to fire code and BOCA for flame spread. All ceiling and wood panels shall be medium priced, Georgia Pacific or equal.

79) **Heating Units/Furnace**

New heat systems shall be designed and sized per standard calculations for the dwelling. New or replacement heating systems shall comply with manufacturer's installation specifications and local codes. All heating units shall be Energy Star rated at 90% efficient or better, direct

vent when possible. Duct work and radiator piping shall be well supported and insulated in unconditioned spaces.

**80) Electrical Baseboard**

New baseboard heaters shall be able to maintain a temperature of 70° F at point of three feet above the floor in all habitable rooms. Where possible, install on outside walls and under windows. Each room or area shall have only one thermostat. Thermostats shall be baseboard mounted unless otherwise specified. In the bathrooms, baseboard heaters shall not be within reach of the bathtub. Wall or ceiling type heaters are acceptable substitutes however this will require approval by the housing rehabilitation program manager prior to installation. Installation per manufactures recommendations, local code requirements and permits.

**81) Oil Heating**

Oil-fired hot air space heating unit. Remove existing unit completely. Install new Energy Star compliant oil-fired hot air heating system with 26-gauge smoke pipe, Drafstat. Pan joist with 1" nipples. Install new programmable thermostat at same location of existing. Emergency switch at head of cellar stairs or per local code. Install new oil line and filter. Installation is to be to manufacturer's specification and sub code official's approval. Properly dispose of old heater and associated parts off site. Where converting from electric heat. Install trunk lines with dampers to all areas requiring heat. Install closed cold air return from first and second floor. All rooms to have even balanced heat. All heating systems installed in attics and crawlspaces are to have 30" walkway and platform for service. Install a light, wire and switching and outlet. Attic units and living space unit installation are to have smitty pane with ¾" drain as well as condensate pump drain. Where installing heat to rooms where not existing, install duct and register as required and box duct work where passing through lower level with 1/2" sheetrock metal bead corners and finish smooth and paint two coats acrylic latex. All units to be sized for maximum efficiency at 0 degree F exterior temperature and meet all required specifications and code. Fire stops required and proof of installation. Maximum CFM'S to be obtained. Maximum trunk line distances to provide CFM'S for all hot air systems installation.

**82) Chimney Cleaning**

Chimneys is to be cleaned and contractor to provide chimney certification.

**83) Chimney Liner**

Install chimney liner, if required, as the result of a failed chimney certification. All heating installation tied to original chimneys are to have chimney inspected and cleaned. Install metal liners if no liner exists to code and utility company approval. Notify HCD staff if common chimney and provide alternatives with cost.

**84) Oil Tanks Disposal**

Disconnect existing oil tank and remove off site per local code and permit requirements. Dispose of tank in accordance to all applicable local, state and federal laws, provide certification of proper disposal. Cap and seal all openings. If the tank was underground, area shall have four inches of top soil at final grade, seed and mulch.

**85) Installation Of New Oil Tank**

Install new oil tank, 250 gallon minimum, on four inch blocks, new lines, shut off valves, new fuel gauge and filters. Installation per manufacturer's specifications and local code. If the tank is installed outdoors, paint with two coats of gray rust inhibiting paint prior to installation

**86) GAS-FIRED HEATING (Hot Air Space)**

Install gas-fired minimum 90% efficient unit, with 26 gauge smoke pipe, pane joist with 1" nipples. Install new programmable thermostat at same location as existing thermostat. Emergency switch at head of cellar stairs or per local code. Properly dispose of old heater and associated parts off site. Install distribution ducts with dampers in line to produce balanced heat. Install closed cold air return from first and second floors. All rooms to have even, balanced heat. New ducts – finish smooth and painted where passing through living space levels. Unit to be sized for maximum efficiency at 0 degree F exterior temperature. Installed to utility requirements and code. Contractor responsible for gas lines.

**87) Oil And Gas Hot Water Space Heating Systems**

Install Energy Star compliant units to existing distribution system unless otherwise specified. Existing distribution to be checked and repaired as required to be sound and meet code requirements. Units to be installed to all code requirements and utility specifications. Units to be installed to maximum efficiency at 0 degree F temperature. Install new programmable thermostat at same location as existing. Install emergency switch as required by local code. Properly dispose of old heater and associated parts off site. Installation as stated in Sections 79, 81, and 86 where applicable. Contractor responsible for new oil line and filter. Also gas lines in gas installations.

**88) Carpentry, Wood Porches And Decks**

All new carpentry, framing and related wood work shall comply with product manufacturer instructions, standard building practices, local building codes and program approval. All framing lumber shall be good quality softwood framing lumber for non-bearing partitions. All decking materials shall be pressure treated; cedar or approved quality type decking that resists decay. Wood in contact with concrete or soil shall be pressure treated or equal. Framing lumber for girders, beams, post columns and other structural members shall be of a species and grade which will provide sufficient strength and rigidity to support the design load without exceeding the allowable stresses consistent with good engineering practices. Only kiln dried decking lumber or plywood shall be used for sub floor repairs prior to underlayment

installation. New lumber in contact with masonry shall be pressure treated. All framing members shall be accurately fitted and securely connected to each other. Under no circumstances shall installation and drywall be placed when framing lumber has high moisture content. All finish lumber shall be dressed free of too marks and other objectionable defects. All wood for interior wood trim shall be thoroughly kiln-dried, it shall not be installed until all plaster and drywall is thoroughly dried out. Exterior wood trim and millwork, except that facing for doors and windows may be of clear pine or fir. Pressure treated lumber shall be used for all areas touching the ground or any masonry. New or replacement decking materials shall be pressured treated lumber or approved equal type decking that resist decay. Replacement decks shall match existing size as close as possible unless otherwise noted in the work write-up/inspection report. All materials and installations shall comply with local building codes and standard building practices. Building permits are required per deck height and size. Any wood in contact with concrete or soil shall be pressure treated or approved equal.

**89) Deck**

After removing all old decking and pulling all nails, install new deck using 1x3 yellow pine deck. T&G blind nail into firm floor joist. Then paint 2 coats of latex deck paint. Install new 1x 6 or 1x 8 white pine skirt depending on original installation under overhang of deck. Floorboards to be primer, all sides and edges prior to installation. Wood in contact with concrete or soil shall be pressure treated or equal.

**90) Wood Porches**

When a new porch is scheduled to be built complete, it shall include piers, footings, beams and joist along with pressure treated decking and railings to local code. The size of the porch shall be as indicated on the work write-up and shall extend at least 6 inches on either side of the entrance or as required by local code. All decking materials shall be pressure treated; cedar or approved quality type decking that resists decay. Wood in contact with concrete or soil shall be pressure treated or equal.

**91) Brick Or Block Pilasters**

Remove old pilasters, construct a new brick or block pilaster (12" x 12") on a new concrete footing. Construct pilasters with standard mortar mix and new red brick (or blocks for original replacement). Lay up pilaster plumb and level. Sills, joist and structural members are to be replaced with pressure treated lumber where damaged unless otherwise specified.

**92) Lattice Foundation Partition Skirting**

Install new lattice sections between pilasters under porch, pressure treaded or vinyl (owner's choice). Sections to be constructed with new 1x3 framing, 1" crisscross lattice. Use galvanized hinges and latches, treated wood. Finish 2 coats exterior gloss finish, MAB or equal.

93) **Tile-Ceramic Wall And Floor Tile**

When repairing existing tile, first remove all cracked, loose, chipped or otherwise defective tile. Then repair setting bed or wallboard to provide a level surface for installation of new tile. When repairing floor tile, wash adjacent areas with a solution to remove all oil film present. New tile being installed next to existing tile shall match existing as closely as possible in size, color, texture and glaze. When replacement tile does not match existing, replace complete rows or areas. New tile shall be installed in the following manner. Base surface shall be smooth and plumb or level. Prior to application of adhesive, surface to receive tile shall be sealed with appropriate sealer and compatible adhesive to be used. Tile adhesive may be used as the sealer when designed for this purpose. Apply adhesive to entire surface to be tiled with notched trowel. New tile shall be owner's choice of color. All tiles shall be properly trimmed using matching caps, bases, etc. Allow at least 24 hours of evaporation prior to grouting. Joints between tub and tile and joints between tile and any dissimilar material shall be grouted and caulked with silicone sealant. New tile and any surrounding surfaces soiled during the repair work shall be cleaned immediately. All exposed tile edges shall be finished with bull-nose tile.

94) **Appliances (Stove/Range Only)**

Replacement shall be new white or black General Electric or equal. Old units shall be removed from the structure and disposed of properly. New units shall be installed per manufacturer's instructions. Stove shall be installed with anti-tipping device per local code. \$700 maximum allowed by program including installation cost

95) **Kitchen Fan**

Exhaust fans and or ducted range hoods shall be replaced in kind and installed per code. Discharge openings through roofs and walls shall be protected against entrance of rain, snow and wind. Install louvers and backdraft dampers to prevent reverse flow of air when fan is not in operation.

96) **Bathroom Exhaust Fans**

Install bathroom fan complete with switch, ductwork to the exterior of the home and all accessories unless specified otherwise. Fan shall have wall switch separate from light switch. Grille shall be anodized, aluminum or plastic. Energy Star compliant fan must be used.

97) **Plumbing**

All installation of materials, piping, fittings, fixtures, etc., shall conform to appropriate local code, manufactures recommendations or best practices for application. New fixtures shall be single lever, chrome metal faucets and showers diverters and must be washerless. All replacement of sewer, water or gas systems shall be installed complete and if necessary, final connection shall be made to sewer main, gas meter or water meter. All drilling, cutting and

patching necessary for a proper installation of work under this section shall be done by the contractor. The contractor is responsible for securing all permits, road openings and having the area marked out prior to any digging, cutting or installing any material or equipment. New piping at the exterior of the building shall be at least 18 inches below grade or as mandated by local code. Piping shall be properly supported and be pitched to drain. Water and gas piping shall be run level without pockets and as straight as possible. New hot and cold water supply lines shall be at least six inches apart where parallel.

98) **New Sewer Line**

Install from the house to the curb. Install appropriate clean-out inside the home and outside the property as required by local code.

99) **Hose Bib**

Install new hose bib, frost free.

100) **Grinder Pump/Sump Pump**

Install new submersible pump connected to a dedicated GFCI outlet. Install back flow preventer or gate valve. Use rigid pipe and discharge per local code. Pump warranty to be hand delivered to homeowner.

101) **Exterior Painting**

Secure all loose material and reset nails as needed. Caulk at all joints where chalking has deteriorated and or missing. Remove all miscellaneous nails, hooks screws and tacks. Scrape all loose paint to provide sound surface for proper paint adhesion. Fill, patch and sand all areas prior to painting. If any areas to be painted show signs of mildew, those areas shall be cleaned, sanded and sealed before painting. Paint entire exterior of the home with one coat primer and one coat exterior grade paint with at least a 10 year warranty. If using paint with primer built in, paint the home with two coats of this product. At least one quart of the finished color shall be supplied to the homeowner for use as touch-up paint. Contractor shall adhere to all lead safe practice, guidelines and interim controls. Dispose of paint chips and debris in accordance applicable law. Wood exterior trims, moldings, railings, lattice work, windows, porches, cellar doors, etc shall be painted white unless otherwise agreed to by program and homeowner. Homeowner must sign off on final exterior colors for all painted surfaces. If the property is located within a local historic district the homeowner will contact the appropriate jurisdiction along with the contractor shall ensure that paints and stains meet with their approval. Any suspect soft or deteriorated wood must be replaced, for bidding purposes this should include the first 32 board feet of 1x6 paintable white pine or similar exterior grade product.

**102) Private Wells**

Install a 4" well with a minimum 0.5 HP submersible pump, pitless, grouting, wiring, tank, etc. full installation. Calculate installation of new well to a depth of 150 feet. Provide all water testing, complete. Abandon current well and provide documentation according to County Health Department specifications. Installation must meet all applicable local, county and state laws with regards to safe drinking water standards.

**103) Private Well Water Testing**

If water testing from a state certified testing facility reveals that a treatment system is required, provide a price for the treatment system based on the results of the analysis. A copy of the initial failed test result requiring a treatment system must be submitted to the program manager along with the cost of the new proposed treatment system. Once a treatment system is installed a new water test must be performed to ensure the drinking water meets all applicable standards. The program must draft a formal change order detailing all costs (including subsequent water test) prior to the installation of any treatment system.

**104) Septic Systems:**

Installation as per specifications outlined in design approved by Health Department

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.  
IN AN AMOUNT NOT TO EXCEED \$1,534,155.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/ Mantua Boulevard (C.R.632) in the Township of Mantua," Engineering Project #16-01, (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on June 07, 2017; and

**WHEREAS**, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to complete the Project, as set forth in the specifications for the Project, for a total contract amount not to exceed \$1,534,155.00; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project. and the Contractor shall complete the Project in accordance with the bid documents; and

**WHEREAS**, the Contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$1,534,155.00, pursuant to CAF #17-05257, to be charged against budget line items C-04-16-012-165-12253, C-04-15-012-165-12253, and C-04-17-012-165-12253.

**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 a contract with South State, Inc. for the Project in an amount not to exceed \$1,534,155.00, per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 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  
SOUTH STATE, INC.**

03

**THIS CONTRACT** is made effective this 21<sup>st</sup> day of **June, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with an address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/Mantua Boulevard (C.R.632) in the Township of Mantua," Engineering Project #16-01, (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, 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. **TERM.** Contractor shall complete all work required for substantial completion of the Project in accordance with the bid documents.
2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$1,534,155.00 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as #16-01 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 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 materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein 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 the Specifications, as well as all applicable laws and regulations.

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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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 Contractor 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, Contractor 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.

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 its agents.

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor 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 Contractor'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 Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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 subcontractor or assignee 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 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 failure to provide for the safety and protection of its employees, or from Contractor'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 agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor 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 and the Specifications. 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 provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by 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, 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 Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **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 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the 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, 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. Those provisions are set forth below, [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.]

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 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;
- (b) 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 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 minimum (1) 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 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 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. **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 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 Specifications, and the Proposal, 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 Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 21<sup>st</sup> day of **June 2017**.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by the Clerk of the Board 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 OF THE BOARD**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**SOUTH STATE, INC.**

\_\_\_\_\_  
**By:  
Title:**

**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.** 17-05257

Pg 1

**S  
H  
I  
P  
T  
O**  
Gloucester Co Engineering Div.  
1200 N Delsea Dr, Bldg A, Suite 3  
Clayton, NJ 08312-1000  
856.307.6600

**V  
E  
N  
D  
O  
R**  
SOUTH STATE INC  
PO BOX 68  
202 REEVES ROAD  
BRIDGETON, NJ 08302  
VENDOR #: SOUTH290

ORDER DATE: 06/09/17  
REQUISITION NO: R7-05677  
DELIVERY DATE:  
STATE CONTRACT: ENG 16-01  
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	16-01 Construction Contract for the project " Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/ Mantua Boulevard (C.R.632) in the Township of Mantua "	C-04-16-012-165-12253 Main(CR553A) & Wenonah(CR632)	760,000.0000 Resurf(SA)	760,000.00
1.00/DL	16-01 Construction Contract Additional account/funds for above	C-04-15-012-165-12253 Main(CR553A) & Wenonah(CR632)	66,190.8600 Resurf(SA)	66,190.86
1.00/DL	Passed by Resolution: June 21, 2017 16-01 Construction Contract	C-04-17-012-165-12253 Main(CR553A) & Wenonah(CR632)	707,964.1400 Resurf(SA)	707,964.14
			TOTAL	1,534,155.00

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><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p>TREASURER / CFO _____</p> <p>PURCHASING DIRECTOR _____</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

Office of the County Engineer  
County of Gloucester

Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/Mantua Boulevard (C.R.632) in the Township of Mantua

Engineering Project #16-01

Bid Date: Wednesday June 7, 2017 Bid Time: 10:00 am



SUMMARY OF BIDS

SPECIFICATION NO. 16-01

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	L.S.	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
2	Clearing Site	L.S.	L.S.	\$215,000.00	\$215,000.00	\$525,000.00	\$525,000.00	\$15,000.00	\$15,000.00
3	Excavation, Unclassified	C.Y.	75	\$3,750.00	\$3,750.00	\$35.00	\$2,625.00	\$50.00	\$3,750.00
4	HMA Milling	S.Y.	49000	\$2.95	\$144,550.00	\$1.10	\$53,900.00	\$3.30	\$161,700.00
5	Tack Coat	GAL.	4900	\$0.01	\$49.00	\$0.01	\$49.00	\$0.01	\$49.00
6	Hot Mix Asphalt 12.5H64 Surface Course, 2" Thick	TONS	5500	\$64.00	\$352,000.00	\$60.00	\$330,000.00	\$70.00	\$385,000.00
7	Hot Mix Asphalt 19M64 Base Course, 4" Thick	TONS	100	\$60.00	\$6,000.00	\$65.00	\$6,500.00	\$80.00	\$8,000.00
8	Dense Graded Aggregate Base Course, 6" Thick	S.Y.	300	\$6.00	\$1,800.00	\$10.00	\$3,000.00	\$12.00	\$3,600.00
9	Reset Existing Casting	UNIT	51	\$1.00	\$51.00	\$250.00	\$12,750.00	\$450.00	\$22,950.00
10	Concrete Driveway, Reinforced, 6" Thick	S.Y.	500	\$80.00	\$40,000.00	\$80.00	\$40,000.00	\$90.00	\$45,000.00
11	Hot Mix Asphalt Driveway, 2" Thick	S.Y.	20	\$50.00	\$1,000.00	\$15.00	\$300.00	\$50.00	\$1,000.00
12	9" X 18" Concrete Vertical Curb	L.F.	6550	\$30.00	\$196,500.00	\$25.00	\$163,750.00	\$40.00	\$262,000.00
13	Concrete Sidewalk, 4" Thick	S.Y.	700	\$80.00	\$56,000.00	\$65.00	\$45,500.00	\$88.00	\$61,600.00
14	Detachable Warning Surface	S.F.	480	\$40.00	\$19,200.00	\$35.00	\$16,800.00	\$35.00	\$16,800.00
15	Inlet Filter, Type I	UNIT	30	\$10.00	\$300.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00
16	Traffic Markings, Thermoplastic	S.F.	5500	\$0.01	\$55.00	\$1.00	\$5,500.00	\$1.00	\$5,500.00
17	Traffic Stripes, Long-Life, Epoxy Resin, 4"	L.F.	48200	\$0.75	\$36,150.00	\$0.62	\$29,884.00	\$0.62	\$29,884.00
18	Polymerized Joint Adhesive	L.F.	22000	\$0.01	\$220.00	\$0.01	\$220.00	\$0.01	\$220.00
19	Rpm Bi-Directional, White Lens	UNIT	10	\$24.00	\$240.00	\$24.00	\$240.00	\$25.00	\$250.00
20	Rpm Bi-Directional, Amber Lens	UNIT	215	\$24.00	\$5,160.00	\$24.00	\$5,160.00	\$25.00	\$5,375.00
21	Rpm Bi-Directional, Blue Lens	UNIT	10	\$24.00	\$240.00	\$24.00	\$240.00	\$25.00	\$250.00
22	Cast Iron Curb Piece, Type "N"	UNIT	12	\$350.00	\$4,200.00	\$300.00	\$3,600.00	\$350.00	\$4,200.00
23	Bicycle Safe Gate	UNIT	4	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$450.00	\$1,800.00
24	Reconstruct Inlet, Type B	UNIT	10	\$200.00	\$2,000.00	\$500.00	\$5,000.00	\$2,500.00	\$25,000.00
25	Sawing And Sealing Joints In Hot Mix Asphalt Overlay	L.F.	39000	\$3.00	\$117,000.00	\$0.50	\$19,500.00	\$4.00	\$156,000.00
26	Reconstruct Inlet, Type E	UNIT	5	\$200.00	\$1,000.00	\$500.00	\$2,500.00	\$2,800.00	\$14,000.00
27	Reset Water Valve Box	UNIT	37	\$1.00	\$37.00	\$0.01	\$0.37	\$100.00	\$3,700.00
28	Reset Gas Valve Box	UNIT	10	\$1.00	\$10.00	\$0.01	\$0.10	\$100.00	\$1,000.00
29	Turf Repair Strip	L.F.	22000	\$0.01	\$220.00	\$0.01	\$220.00	\$8.00	\$176,000.00
30	Partial Depth Concrete Repair	S.Y.	200	\$10.00	\$2,000.00	\$80.00	\$16,000.00	\$230.00	\$46,000.00

bidder 1 of 3 South State, Inc. 202 Reeves Road, PO Box 68 Bridgeton, NJ 08302 Chester J. Oltinger, Jr., President bbyran@southstateinc.com p 856-451-5300 f 856-455-3461	bidder 2 of 3 Richard E. Pearson Construction Co., Inc. 426 Swedesboro Road Pilesgrove, NJ 08098 Robert L. Baecala, Vice President info@rpeirson.com p 856-769-8244 f 856-769-5630	bidder 3 of 3 Charles Marandino, LLC 233 Main Avenue Milroy, NJ 08340 Charles Marandino - President cmllc@comcast.net p 856,691,9963 f 856,691,5195
---	--	---

SUMMARY OF BIDS



SPECIFICATION NO. 16-01

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	Full Depth Concrete Repair, Concrete Class A	S.Y.	200	\$10.00	\$2,000.00	\$100.00	\$20,000.00	\$260.00	\$52,000.00
32	Asphalt Price Adjustment	L.S.	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
33	Fuel Price Adjustment	L.S.	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
34	Regulatory, Warning And Guide Signs	S.F.	530	\$26.00	\$14,300.00	\$40.00	\$22,000.00	\$40.00	\$22,000.00
35	Police Traffic Directors	M.H.	600	\$60.00	\$36,000.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00
36	FLASHING ARROW BOARD, 4x, 8"	UNIT	2	\$10.00	\$20.00	\$200.00	\$400.00	\$1,600.00	\$3,200.00
37	Traffic Control Truck With Mounted Crash Cushions	UNIT	2	\$100.00	\$200.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00
38	Construction Signs	S.F.	500	\$0.01	\$5.00	\$8.00	\$4,000.00	\$9.00	\$4,500.00
39	Drum	UNIT	200	\$0.01	\$2.00	\$0.01	\$2.00	\$100.00	\$20,000.00
40	Traffic Cone	UNIT	200	\$0.01	\$2.00	\$0.01	\$2.00	\$80.00	\$16,000.00
41	Breakaway Barricade	UNIT	50	\$0.01	\$0.50	\$0.01	\$0.50	\$120.00	\$6,000.00
42	Variable Message Sign	UNIT	3	\$2,800.00	\$8,400.00	\$1,000.00	\$3,000.00	\$4,000.00	\$12,000.00
43	Reflective U-Post Insert	UNIT	20	\$35.00	\$700.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00
44	18" Diameter And Variable Pipe Lining	L.F.	1000	\$130.00	\$130,000.00	\$75.00	\$75,000.00	\$190.00	\$190,000.00
45	Reconstruct Manhole	UNIT	10	\$200.00	\$2,000.00	\$500.00	\$5,000.00	\$4,500.00	\$45,000.00
46	Topsoiling, 4" Thick	S.Y.	50	\$15.00	\$750.00	\$0.01	\$0.50	\$6.00	\$300.00
47	Fertilizing & Seeding, Type A-3	S.Y.	50	\$2.00	\$100.00	\$0.01	\$0.50	\$1.00	\$50.00
48	Straw Mulching	S.Y.	50	\$2.00	\$100.00	\$0.01	\$0.50	\$1.00	\$50.00
49	Inlet, Type B	UNIT	1	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$3,800.00	\$3,800.00
50	18" Reinforced Concrete Pipe	L.F.	45	\$100.00	\$4,500.00	\$140.00	\$6,300.00	\$140.00	\$6,300.00
51	Final Cleanup	L.S.	L.S.	\$1.00	\$1.00	\$0.01	\$0.01	\$10,000.00	\$10,000.00
52-99	No Item	-	-	-	\$0.00	-	\$0.00	-	\$0.00
100	Controller Assemblies Revision (Image Detector & Array)	Unit	1	\$28,000.00	\$28,000.00	\$22,200.00	\$22,200.00	\$16,950.00	\$16,950.00
101	Traffic Signal Standard, Aluminum	Unit	2	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$553.00	\$1,106.00
102	Solar Panel Array	Unit	2	\$3,350.00	\$6,700.00	\$3,350.00	\$6,700.00	\$5,500.00	\$11,000.00
103	Image Detector	Unit	4	\$5,350.00	\$21,400.00	\$5,350.00	\$21,400.00	\$5,900.00	\$23,600.00
104	18" X 36" Junction Box	Unit	6	\$1,675.00	\$10,050.00	\$1,670.00	\$10,020.00	\$2,900.00	\$17,400.00
105	Traffic Signal Heads	Unit	12	\$1,050.00	\$12,600.00	\$1,050.00	\$12,600.00	\$900.00	\$10,800.00
106	Pedestrian Push Buttons W/R/O-3c Decal	Unit	8	\$525.00	\$4,200.00	\$330.00	\$4,240.00	\$407.00	\$3,256.00
107	3" Rigid Metallic Conduit	L.F.	270	\$48.00	\$12,960.00	\$50.00	\$13,500.00	\$76.00	\$20,520.00
108	Traffic Signal Cable, 10 Conductor	L.F.	285	\$4.00	\$1,140.00	\$4.00	\$1,140.00	\$2.00	\$570.00
109	Traffic Signal Cable, 7 Conductor	L.F.	310	\$3.00	\$930.00	\$3.00	\$930.00	\$2.00	\$620.00
110	Traffic Signal Cable, 5 Conductor	L.F.	1550	\$2.75	\$4,262.50	\$2.80	\$4,340.00	\$1.50	\$2,325.00
				<b>Total Bid</b>	<b>\$1,534,155.00</b>	<b>Total Bid</b>	<b>\$1,592,014.48</b>	<b>Total Bid</b>	<b>\$2,024,975.00</b>

bidder 1 of 3	bidder 2 of 3	bidder 3 of 3
South State, Inc. 202 Reeves Road, PO Box 68 Bridgeton, NJ 08302 Chester J. Outtinger, Jr., President hbyam@southstateinc.com p 856-451-5300 f 856-455-3461	Richard E. Pierson Construction Co., Inc. 426 Swedesboro Road Pilesgrove, NJ 08098 Robert L. Barcola, Vice President info@rpierson.com p 856-769-8244 f 856-769-5630	Charles Marandino, LLC 233 Main Avenue Milney, NJ 08340 Charles Marandino - President omlio@comcast.net p 856-691-9963 f 856-691-5195

*[Signature]*  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

6-28-17  
date

**RESOLUTION AUTHORIZING A CONTRACT AMENDMENT  
WITH FEDERICI & AKIN, P.A. IN THE AMOUNT OF \$1,641.25**

**WHEREAS**, the County of Gloucester adopted a Resolution on March 16, 2016, authorizing a professional services contract with Federici & Akin, P.A. in an amount not to exceed \$60,000.00 as per RFP# 016-021, for engineering services on the project known as "Resurfacing of Main Street between Bridgeton Pike and New York Avenue in Mantua Township," Engineering Project #16-01; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended an increase in the amount of \$1,641.25 to the contract, which is necessary for final design services; and

**WHEREAS**, all other terms and provisions of the original contract 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 attest to a contract amendment dated March 16, 2016 with Federici & Akin, P.A., to increase the contract by \$1,641.25, for a new total contract amount of \$61,641.25.

**BE IT FURTHER RESOLVED** before any purchase be made or service rendered, 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 purpose 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 21, 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  
FEDERICI & AKIN, P.A.**

C4

**THIS** is an amendment to a contract entered into on the 16<sup>th</sup> day of **March, 2016** by and between the **County of Gloucester**, hereinafter referred to as "**County**", and **Federici & Akin, P.A.** of 307 Greentree Road, Sewell, NJ 08080 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 hereby amended increasing the amount by \$1,641.25 to account for final design services, for a total contract amount of \$61,641.25.**

**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 21<sup>st</sup> day of **June, 2017**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**FEDERICI & AKIN, P.A.**

\_\_\_\_\_  
**By:  
Title:**

**RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., FRENCH & PARRELLO ASSOCIATES AND PENNONI ASSOCIATES FROM JUNE 11, 2017 TO JUNE 10, 2018 IN AN AMOUNT NOT TO EXCEED \$30,000.00 EACH**

**WHEREAS**, the County of Gloucester, Department of Engineering, has a need for professional engineering services regarding countywide material testing and inspection of concrete, asphalt and soil (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals, via RFP-017-019 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that (1) Craig Testing Laboratories, Inc. with an address of 5439 Harding Highway, P.O. Box 427, Mays Landing, NJ 08330; (2) French & Parrello Associates with an address of 1800 Route 34, Suite 101, Wall, NJ 07718; and (3) Pennoni Associates, Inc. with an office address of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, made the most advantageous proposals to provide said services as per RFP-017-019, in an amount not to exceed \$30,000.00 each; and

**WHEREAS**, these contracts may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, each contract shall be awarded from June 11, 2017 to June 10, 2018, for estimated services not to exceed \$30,000.00 for each contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, continuation of each contract beyond December 31, 2017 shall be conditioned upon the approval of the 2018 County Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the contracts for material testing and inspection of concrete, asphalt and soils services, as per RFP-017-019, are hereby awarded to Craig Testing Laboratories, Inc., French & Parrello Associates, and Pennoni Associates from June 11, 2017 to June 10, 2018, for an amount not to exceed \$30,000.00 for each contractor for each contract term, in accordance with and pursuant to the proposals submitted by each, and the unit prices set forth within each proposal; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**Laurie J. Burns,  
CLERK OF THE BOARD**

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CRAIG TESTING LABORATORIES, INC.**

**THIS CONTRACT** is made this 11<sup>th</sup> day of **June, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CRAIG TESTING LABORATORIES, INC.**, with offices at 5439 Harding Highway, P.O. Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services regarding County-wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as per **RFP-017-019** (hereinafter the "Project"); and

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

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**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. **TERM OF SERVICES**. This term of services authorized under this agreement shall be from June 11, 2017 to June 10, 2018.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$30,000.00 for the Contract term. The Contractor shall be paid for estimated units of service as per County RFP-017-019 (hereinafter "RFP"), and the Contractor's proposal dated May 22, 2017 (hereinafter "Proposal"), which are both incorporated into and made part of this Contract

The County shall not be required to purchase any minimum amount of services, as this is an open-ended contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 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 materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-017-019**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-017-019**.

**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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 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 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 or sex.

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.** If the Contractor, or any of its subcontractors, is required to maintain a license 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, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 Contractor, or its agents and/or subcontractors.

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

**A.** Pursuant to the termination provisions set forth in the Bid Specification, 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 Contractor 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 Contractor'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 Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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.

**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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, including death, to employees or recipients of the Contractor'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 failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract 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 services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

**15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

**16. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-017-015** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-017-015**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-17-015**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective the **11<sup>th</sup>** 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 Vendor 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 OF THE BOARD

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CRAIG TESTING LABORATORIES, INC.

\_\_\_\_\_

\_\_\_\_\_  
By: *(print)*  
Title:



5439 Harding Highway • P.O. Box 427 • Mays Landing, NJ 08330 • P:609.625.1700 • F:609.625.1798

May 22, 2017

County Of Gloucester  
2 South Broad Street  
Woodbury, New Jersey 08096

Attn: Mr. Peter Mercanti  
Director, Purchasing Department

RE: 2017 County Wide Material Testing & Inspection  
RFP # 17-019  
County of Gloucester, New Jersey

Dear Mr. Mercanti:

Craig Testing Laboratories, Inc. is interested in bidding on the 3<sup>rd</sup> party independent construction inspection and material testing services for the County of Gloucester and as such is pleased to submit one (1) original and five (5) copies of the required attached documents per the Request for Proposal for your use and review.

Craig Testing Laboratories, Inc. is available and committed to performing the 3<sup>rd</sup> party independent construction inspection and material testing services to the highest standards and ensuring contractor compliance with the codes and project approved documents, specifications and drawings.

Craig Testing Laboratories, Inc. headquartered in Mays Landing, Atlantic County, New Jersey has been family owned and operated for over forty (40+) years providing quality and value added 3<sup>rd</sup> party independent material sample, inspection and testing services in New Jersey. We trust that the selection committee will find that our experience and qualifications make us the right company for your projects.

Craig Testing Laboratories, Inc. looks forward to being the selected company and working with the County of Gloucester on this project. Should you have any questions, please contact our office.

Should you have any questions please feel free to contact our office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. Freire', written over a horizontal line.

Eduardo M. Freire, PE  
President

A handwritten signature in black ink, appearing to read 'R. Todd', written over a horizontal line.

Robert T. Todd  
VP of sales

QE-237-CTL-17

*Ensuring Quality ... Validating Compliance*

CRAIG TESTING LABORATORIES, INC.

ATTACHMENT 1  
Specification No. ENGRG. 17-17  
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 65.00	\$ 325.00
2	5	Each	Proctor Analysis & Wash Gradation +	\$ 185.00	\$ 925.00
3	5	Each	Soil Sampling/Pick up only	\$ 70.00	\$ 350.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 310.00	\$ 6,200.00
5	20	½ Day	Onsite Soil Compaction (4hrs) *	\$ 205.00	\$ 4,100.00
6	40	Hrs	Overtime- Soil Compaction	\$ 58.00	\$ 2,320.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 310.00	\$ 7,750.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs) *	\$ 205.00	\$ 5,125.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 58.00	\$ 580.00
10	200	Each	Testing of Concrete Cylinders	\$ 16.00	\$ 3,200.00
11	35	Trips	Delivery/Pickup of cylinders' made	\$ 50.00	\$ 1,750.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 10.00	\$ 50.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 50.00	\$ 250.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 710.00	\$ 17,750.00
15	10	Lots	Drill 6" cores & perform air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 960.00	\$ 9,600.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 3.00	\$ 1,050.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 340.00	\$ 3,400.00

CRAIG TESTING LABORATORIES, INC.

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 510.00	\$ 2,040.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 63.75	\$ 318.75
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 395.00	\$ 3,950.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 275.00	\$ 2,750.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 550.00	\$ 5,500.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 550.00	\$ 5,500.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 74.00	\$ 1,480.00

Total Amount Bid

\$ 86,263.75

+ Testing performed within four (4) business days. Less than four (4) business days, expedited charge of 1.5x.

\* Half Day is 4 hours between 6am-12pm or 12pm to 6pm, otherwise 8 hours to be charged.

**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-017-019 - Countywide Material Testing – Craig Testing Labs**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <b>Technical Proposal contains all required information</b> All required documentation submitted.  <u>    5    </u> points	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Excellent past experience with previous county projects. <u>    25    </u> points.	25
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> Does work for other local Counties, Has performed well on similar projects for the County.  <u>    25    </u> points.	22
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Write up demonstrated knowledge of requirements. <u>    25    </u> points.	23
E. <b><u>Reasonableness of Cost Proposal</u></b> Low fees submitted <u>    20    </u> points.	20
<b>TOTALS</b>	<b>95</b>

CS

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
FRENCH & PARRELLO ASSOCIATES**

**THIS CONTRACT** is made this 11<sup>th</sup> day of **June, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **FRENCH & PARRELLO ASSOCIATES**, with offices at 1800 Route 34, Suite 101, Wall, NJ 07718, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services regarding County-wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as per **RFP-017-019** (hereinafter the “**Project**”); and

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

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**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. TERM OF SERVICES**. This term of services authorized under this agreement shall be from June 11, 2017 to June 10, 2018.

**2. COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$30,000.00 for the Contract term. The Contractor shall be paid for estimated units of service as per County RFP-017-019 (hereinafter “**RFP**”), and the Contractor’s proposal dated May 23, 2017 (hereinafter “**Proposal**”), which are both incorporated into and made part of this Contract

The County shall not be required to purchase any minimum amount of services, as this is an open-ended contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 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 materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-017-019**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-017-019**.

**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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 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 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 or sex.

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.** If the Contractor, or any of its subcontractors, is required to maintain a license 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, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 Contractor, or its agents and/or subcontractors.

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

**A.** Pursuant to the termination provisions set forth in the Bid Specification, 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 Contractor 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 Contractor'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 Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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.

**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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, including death, to employees or recipients of the Contractor'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 failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract 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 services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

**15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

**16. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-017-015** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-017-015**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-17-015**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective the 11<sup>th</sup> 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 Vendor 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 OF THE BOARD**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**FRENCH & PARRELLO ASSOCIATES**

\_\_\_\_\_

\_\_\_\_\_  
**By:** *(print)*  
**Title:**



Corporate Office  
1800 Route 34, Suite 101  
Wall, NJ 07719

Regional Offices  
Hackettstown, NJ  
New York, NY

May 23, 2017

Peter Mercanti, Director  
Purchasing Department  
**COUNTY OF GLOUCESTER**  
2 S. Broad Street  
Woodbury, New Jersey 08096

Re: **Proposal for Countywide Material Testing and  
Inspection of Concrete, Asphalt and Soil**  
Gloucester County RFP No. 17-019  
*FPA No. 1827.T08*

Dear Mr. Mercanti:

**French & Parrello Associates (FPA)**, a New Jersey corporation, is pleased to submit one original and five copies of the above referenced proposal. We are confident that you will find our firm's experience and assigned personnel a perfect fit for the various Gloucester County Capital Projects associated with this Request for Proposal. We have a thorough understanding of the issues and constraints present with the County's Capital Projects as demonstrated in this technical proposal.

FPA has assembled a team of highly qualified professionals, each are highly respected and available to proceed with work on this project at the County's request. It is our objective to successfully provide the County with a quality work product that will meet the goals and project schedule outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with Gloucester County on the various projects throughout the County. We are committed to the overall success of the various projects and the benefits it will offer to the residents of Gloucester County and the motoring public.

Respectfully submitted,  
**FRENCH & PARRELLO ASSOCIATES**

  
Michael Schappert, PE  
Project Consultant

**ATTACHMENT 1**  
**Specification No. ENGRG.17-019**

**Schedule of Prices**

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 50.00	\$ 250.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 225.00	\$ 1,125.00
3	5	Each	Soil Sampling/Pick up only	\$ 150.00	\$ 750.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 500.00	\$ 10,000.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 300.00	\$ 6,000.00
6	40	Hrs	Overtime- Soil Compaction	\$ 85.00	\$ 3,400.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 520.00	\$ 13,000.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 310.00	\$ 7,750.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 85.00	\$ 850.00
10	200	Each	Testing of Concrete Cylinders	\$ 17.00	\$ 3,400.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 150.00	\$ 5,250.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	**	**
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 30.00	\$ 150.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 900.00	\$ 22,500.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 1,800.00	\$ 18,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 7.00	\$ 2,450.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 500.00	\$ 5,000.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 550.00	\$ 2,200.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 85.00	\$ 425.00
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 570.00	\$ 5,700.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 370.00	\$ 3,700.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 700.00	\$ 7,000.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 700.00	\$ 7,000.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 85.00	\$ 1,700.00

\*\* Note: FPA does not perform this test. It has been our experience that it's not a valid quantitative method.

**Total Bid Amount**      \$      **127,600.00**

**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-017-019 - Countywide Material Testing – French & Parrello**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
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.		
<b>A.</b>	<b>Technical Proposal contains all required information</b> All required documentation submitted.  _____ <b>5</b> _____ points	<b>5</b>
<b>B.</b>	<b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Team meets minimum requirements. They have experience working on our projects _____ <b>25</b> _____ points.	<b>24</b>
<b>C.</b>	<b><u>Relevance and Extent of Similar Engagements performed</u></b> Provided a list of similar testing contracts with other Counties. They have completed this work for our County in the past. _____ <b>25</b> _____ points.	<b>24</b>
<b>D.</b>	<b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Could have given more description of on call work. More description needed _____ <b>25</b> _____ points.	<b>21</b>
<b>E.</b>	<b><u>Reasonableness of Cost Proposal</u></b> Cost were reasonable. Second lowest fees submitted _____ <b>20</b> _____ points.	<b>17</b>
<b>TOTALS</b>		<b>91</b>

CS

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PENNONI ASSOCIATES, INC.**

**THIS CONTRACT** is made this 11<sup>th</sup> day of **June, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PENNONI ASSOCIATES, INC.**, with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services regarding County-wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as per **RFP-017-019** (hereinafter the "Project"); and

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

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**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. **TERM OF SERVICES**. This term of services authorized under this agreement shall be from June 11, 2017 to June 10, 2018.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$30,000.00 for the Contract term. The Contractor shall be paid for estimated units of service as per County RFP-017-019 (hereinafter "RFP"), and the Contractor's proposal dated May 23, 2017 (hereinafter "Proposal"), which are both incorporated into and made part of this Contract

The County shall not be required to purchase any minimum amount of services, as this is an open-ended contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 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 materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-017-019**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-017-019**.

**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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 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 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 or sex.

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.** If the Contractor, or any of its subcontractors, is required to maintain a license 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, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 Contractor, or its agents and/or subcontractors.

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

**A.** Pursuant to the termination provisions set forth in the Bid Specification, 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 Contractor 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 Contractor'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 Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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.

**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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, including death, to employees or recipients of the Contractor'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 failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract 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 services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

**15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

**16. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-017-015** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-017-015**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-17-015**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective the **11<sup>th</sup>** 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 Vendor 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 OF THE BOARD**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**PENNONI ASSOCIATES, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:** *(print)*  
**Title:**

**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 Vendor 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 OF THE BOARD**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**FRENCH & PARRELLO ASSOCIATES**

\_\_\_\_\_

\_\_\_\_\_  
**By:** *(print)*  
**Title:**



515 Grove Street  
Suite 1B  
Haddon Heights, NJ 08035  
T: 856-547-0505  
F: 856-547-9174

www.pennoni.com

May 23, 2017

PRO #17-02423

Peter Mercanti, Director  
Purchasing Department  
County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096

RE: Request for Proposals:  
Countywide Material Testing and Inspection  
RFP # 17-019

Dear Mr. Mercanti:

Pennoni is currently partnered with the County for professional services for the **Countywide Materials Testing and Inspection Services On-Call Contract**, which includes field and/or laboratory testing and inspection services for various road resurfacing and bridge reconstruction projects for the duration of one year after contract award.

Pennoni has provided materials testing services for various Gloucester County bridge rehabilitation projects, including Blue Bell Road, Swedesboro – Paulsboro Road, Hendrickson Mill Road, and Tylers Mill Road.

Established in 1966, Pennoni is a multidiscipline consulting engineering firm that provides inspection, testing, engineering, and consulting services personalized to meet the needs of our diverse clients. Services are provided to local, state, and federal government, as well as private, commercial, industrial, and construction clients. Our project team is specifically derived to continue to address the needs of the County for this on-call contract and possesses a combination of experience, credentials, and depth, supported by a multidiscipline engineering, inspection, and testing firm. Our services will be based out of our Haddon Heights office and laboratory, with support from our other laboratories/offices located throughout the Delaware Valley region. The close proximity of our Haddon Heights office and laboratory to the County Engineers office will help facilitate our timely availability for meetings, conferences, training, and emergency response.

Thank you for the opportunity to submit our proposal for these services. We appreciate your consideration of our firm and look forward to the opportunity to continue working with the county.

Sincerely,

PENNONI ASSOCIATES INC.

Michael W. Cannan  
Business Development Associate

Edward P. Guetens  
Vice President

**ATTACHMENT 1**  
**Specification No. ENGRG. 17-17**  
**Schedule of Prices**

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 100.00	\$ 500.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 295.00	\$ 1,475.00
3	5	Each	Soil Sampling/Pick up only	\$ 75.00	\$ 375.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 420.00	\$ 8,400.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 300.00	\$ 6,000.00
6	40	Hrs	Overtime- Soil Compaction	\$ 78.75	\$ 3,150.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 360.00	\$ 9,000.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 260.00	\$ 6,500.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 71.25	\$ 712.50
10	200	Each	Testing of Concrete Cylinders	\$ 16.00	\$ 3,200.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 75.00	\$ 2,625.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 60.00	\$ 300.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 60.00	\$ 300.00
14	25	Lots	Drill 6" cores & perform air void & thickness analysis, top only (variable thickness 2"-3")	\$ 1,800.00	\$ 45,000.00
15	10	Lots	Drill 6" cores & perform, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 2,500.00	\$ 25,000.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 1.50	\$ 525.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 420.00	\$ 4,200.00

18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 630.00	\$ 2,520.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 78.75	\$ 393.75
20	10	Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 480.00	\$ 4,800.00
21	10	½ Day	NJSAT plant level 2 technician for plant QC-Day rate	\$ 360.00	\$ 3,600.00
22	10	Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$ 600.00	\$ 6,000.00
23	10	½ Day	NJSAT plant level 2 technician for plant QC-night & weekend rate	\$600.00	\$ 6,000.00
24	20	Hr	NJSAT plant level 2 technician for plant QC-overtime rate	\$ 90.00	\$ 1,800.00

**Total Amount Bid**

**\$ 142,376.25**

**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-017-019 Countywide Material Testing – Pennoni Associates**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
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.		
A.	<p><b>Technical Proposal contains all required information</b> All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
B.	<p><b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Team meets minimum requirements. They have worked previously with the County &amp; work has been very good.</p> <p align="center"><u>25</u> points.</p>	25
C.	<p><b><u>Relevance and Extent of Similar Engagements performed</u></b> Provided a list of similar material testing/inspection project experience with the region. Has worked well with County in the past.</p> <p align="center"><u>25</u> points.</p>	25
D.	<p><b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Good understanding of project requirements including submission requirements.</p> <p align="center"><u>25</u> points.</p>	24
E.	<p><b><u>Reasonableness of Cost Proposal</u></b> Overall cost are reasonable, cost of cores is slightly higher</p> <p align="center"><u>20</u> points.</p>	15
<b>TOTALS</b>		<b>94</b>

E-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS  
EASEMENT FOR FARM PROPERTY OWNED BY TIMOTHY DOYLE AND  
MICHELLE DOYLE, FOR \$503,440.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, **Timothy Doyle and Michelle Doyle**, having presented themselves as the owner of the land and premises located in the **Borough of Clayton** (hereinafter "**Clayton**"), and known as **Block 1902, Lots 8, 9, and 10**, on the Official Tax Map of the **Borough of Clayton** (hereinafter collectively the "Property"), which consists of approximately **43.40** acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Timothy Doyle and Michelle Doyle**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$503,440.00** which is the total purchase price for same; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$503,440.00**, pursuant to CAF# 17-04706, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Timothy Doyle and Michelle Doyle**, in the **Borough of Clayton**, County of Gloucester, State of New Jersey for **\$503,440.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Timothy Doyle and Michelle Doyle**, in regard to the County's purchase of development easements in the farm premises known as **Block 1902, Lots 8, 9, and 10**, in the **Borough of Clayton**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

TIMOTHY DOYLE AND MICHELLE DOYLE

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

TABLE OF CONTENTS

1.0.	Definitions .....
2.0.	Buyer's and Seller's Commitments .....
2.1.	Form of Deed .....
2.2.	Documents Required for Sale from Seller ...
2.2.1.	Buyer's Documents Required for Sale.....
2.3.	Seller's Conditional .....
2.4.	Like Kind Exchange .....
2.5.	Like Kind Exchange Election .....
2.6.	Seller's Costs to Perform.....
2.7.	Notice of County Disclaimer of Responsibility and Liability.....
2.7.1.	No Assurances as to Tax Consequences .....
2.7.2.	No Reliance on Buyer .....
2.8.	Seller's Title and Right of Access.....
2.8.1.	Subordination of Claims .....
2.9.	Seller's Covenants as to Use.....
2.10.	Seller's Actions Prior to Closing .....
2.11.	Seller's Commitment to Cooperate .....
2.12.	Assignment of Right of Offer to Sell .....
2.13.	Hazardous Substances on the Property .....
2.13.1.	Industrial Site Recovery Act/Environmental Cleanup Responsibility Act .....
2.14.	Septic system Use .....
2.15.	Condemnation Proceedings .....
2.16.	Exclusive Agreement.....
2.17.	No Litigation or Violations Pending .....
3.0.	Compensation to Seller.....
3.1.	Computation of Purchase Price.....
3.2.	Payment of Purchase Price.....
3.3.	Easement Effective at Closing .....
4.0.	Title Insurance .....
4.1.	Evidence of Seller's Title .....
4.2.	Actions Necessary to Prove Seller's Title .....
4.3.	Extension of Commitment Period .....
4.4.	Encumbrances on Title/Property's Size.....
4.5.	Seller's Performance Required Notwithstanding Title Dispute .....
5.0.	Survey of Property .....
6.0.	Inspections of the Property .....
7.0.	Risk of Loss .....
7.1	Conditions of the Property.....
8.0.	Indemnification of Buyer for Hazardous Condition of the Property.....

8.1.	Indemnification of Buyer for Use of the Property .....
8.2.	Indemnification of Seller.....
9.0.	Reduction of Property's Value .....
10.0.	Use of Property After Sale .....
10.1.	No Relief from Restrictions .....
11.	Default by Seller .....
12.	Buyer's Rights on Seller's Default.....
13.	Enforcement of Agreement and Easement.....
14.	Assignment of Agreement/Transfer of Property .....
15.	Review of Agreement by Seller's Attorney .....
16.	Complete Agreement .....
17.	Location of Closing.....
18.	Time for Closing.....
18.1.	Delay in Closing by Seller.....
19.	No Collusion .....
20.	Notices.....
21.	Survivability of Covenants .....
22.	Waiver of Breach.....
23.	Governing Law.....
24.	Persons Bound.....
25.	Seller Entity.....
26.	Counterparts .....
27.	Captions .....
28.	Number and Gender .....



**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

#### 1.0. Definitions.

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be

attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and

restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement.

The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of

Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the

Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous

substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that

no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-

of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which

evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's

expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges

were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and

forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral

communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

---

14. **ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. **REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. **COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. **LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. **TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. **DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. **NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase.

In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. **COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. **CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. **NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

BY: \_\_\_\_\_  
TIMOTHY DOYLE

\_\_\_\_\_  
Social Security Number

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

**SELLER:**

BY: \_\_\_\_\_  
MICHELLE DOYLE

\_\_\_\_\_



CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: \_\_\_\_\_  
TIMOTHY DOYLE

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
MICHELLE DOYLE

\_\_\_\_\_  
Date



# THE HANSON ORGANIZATION

A Sole Proprietor

216 Cornell Road, Audubon, NJ 08106  
(609) 457-7297

MARK J. HANSON, MAI, AI-GRS, SRA, Esq  
MAI, AI-GRS, SRA Member Appraisal Institute  
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

August 29, 2016

Ken Atkinson, Director  
Office of Land Preservation  
County of Gloucester  
1200 North Delsea Drive, Building A  
Clayton, New Jersey 08312

Re: Appraisal of the Doyle Farm  
Block 1902 Lots 8, 9 & 11, Borough of Clayton, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Doyle Farm located at 1114 North Delsea Drive, Borough of Clayton, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on August 2, 2016.

This report is intended for use only by Gloucester County and the State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use. This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the New Jersey Legislature under N.J.S.A. 45:14F-1 et seq, and the appraisal handbook regulations of the SADC.

I have made a personal inspection of the site, the neighborhood and its surrounding land uses and I have completed a study of those factors that influence value. To the best of my knowledge and belief, the statements contained in this report are correct and subject to the assumptions and limiting conditions which may be found herein. This is to certify that I have carefully examined the above property, that I have no financial or other interest in the property and that my employment is in no way contingent upon the amount of the valuation.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Doyle Farm, as described herein, as of August 2, 2016 was as follows:

	<u>2016</u>	<u>2016</u>
	<u>Value Per Acre</u>	<u>Total Value</u>
<u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u>	\$16,500	\$693,000
<u>RESTRICTED MARKET VALUE AFTER EASEMENT</u>	\$4,500	\$189,000
<u>VALUE OF DEVELOPMENT EASEMENT</u>	<u>\$12,000</u>	\$504,000

Thank you for the opportunity to be of service.

Respectfully Submitted,  
THE HANSON ORGANIZATION

*Mark Hanson*

Mark J. Hanson, MAI, AI-GRS, SRA, NJGREAA - #42RG00012000

file #RE2016017

**CERTIFICATION**

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

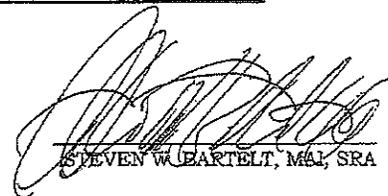
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. It was performed for the same client, for the same use and user.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 42+/- Net Acres
Before Easement	\$16,000	\$672,000
After Easement	\$5,900	\$210,000
Value of Development Easement	\$11,000	\$462,000

  
STEVEN W. BARTELT, MAI, SRA

29 June 2016

**LEGEND OF ACQUISITION**

PURPORTED OWNER:

TIMOTHY & MICHELLE DOYNE  
1114 N. DELSEA DRIVE  
CLAYTON, NJ 08312  
FOUR SEASONS NURSERY  
16195

PROJECT NAME:  
FEDERICI & AKIN, PA JOB NO.

BLOCK:  
LOT:

1902  
8, 9 & 10

INTEREST:  
ACRES:

100 %  
45.14 ACRES

SUBJECT TO:

ACRES IN ROAD  
ACRES OF NJ CLAIM  
ACRES OF OVERLAP  
ACRES CLOUDED

0.03 ACRES  
0.00 ACRES  
0.05 ACRES  
0.00 ACRES

MUNICIPALITY:  
COUNTY:

BOROUGH OF CLAYTON  
GLOUCESTER COUNTY

AREA SUMMARY:

TOTAL ACRES ACQUIRING  
TOTAL EASEMENT AREA  
TOTAL AREA IN ROAD  
TOTAL AREA NJ CLAIM  
TOTAL AREA OVERLAP  
TOTAL AREA UNDER WATER  
TOTAL AREA CLOUDED TITLE  
TOTAL EXCEPTION AREA  
TOTAL FARMED AREA  
TOTAL WOODED AREA  
TOTAL YARD AREA

~~45.14~~ ACRES  
43.40 ACRES  
~~0.03~~ ACRES  
0.00 ACRES  
0.05 ACRES  
0.18 ACRES±  
0.00 ACRES  
1.71 ACRES  
41.0 ACRES±  
0.00 ACRES  
1.2 ACRES±



**N. DELSEA DRIVE**  
N.U.S.H. NO. 47; 66.00' WDE

**RESOLUTION EXTENDING THE CONTRACT WITH TRACK GROUP  
FROM JULY 8, 2017 TO JULY 7, 2019**

**WHEREAS**, the County of Gloucester originally entered into a Contract on July 8, 2015 with Track Group, with offices at 1215 Lakeview Court, Romeoville, IL 60446 for the provision of an active Tracking Home Electronic Detention System as per PD-15-023, which contract provided the County with the option to extend the Contract for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, the County's Department of Correctional Services has recommended exercising the option to extend the Contract for one (1) two-year period from July 8, 2017 to July 7, 2019 at no cost to the County; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Track Group for the provision of an active Tracking Home Electronic Detention System as per PD-15-023, from July 8, 2017 to July 7, 2019, at no cost to the county per year; and, that the County's Purchasing Agent is hereby directed to inform Track Group of the extension.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

<p align="right"><b>PD 015-023</b>  <b>Bid Opening 6/17/2015 10:00am</b></p>			
<p><b>SPECIFICATIONS FOR AN ACTIVE GPS TRACKING HOME ELECTRONIC DETENTION SYSTEM WITH VICTIM ALERTS FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES</b></p>			
<p><b>VENDOR:</b></p>		<p><b>Track Group</b>                  1215 Lakeview Ct.                  Romeoville, IL 60446                  Derek Cassell - President                  877 260-2010                  630 428-2748 Fax                  derek.cassell@trackgrp.com</p>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	
1	75 HED Bracelets (Monitoring Per Day)	\$5.50	
	75 HED Bracelets (Monitoring Per Month)	\$12,511.00 (\$5.50 X75X30.33)	
3	10 Victims Abuse Bracelets (Monitoring Per Day)	\$3.00	
	10 Victims Abuse Bracelets (Monitoring Per Month)	\$900.00	
	Fee Paid to Gloucester County (Per Unit)	\$0.00	
	<b>Grand Total</b>	<b>13,411.13</b>	
	<b>Variations: (if any)</b>	<b>NONE</b>	
	<b>Will you extend your prices to local government entities within the County</b>	<b>YES</b>	
<p><b>THE TERM OF THE CONTRACT SHALL BE FOR A TWO (2) YEAR PERIOD BEGINNING FROM THE DATE OF AWARD, WITH AN OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD.</b></p>			
<p><b>Bid specifications sent to:</b></p>			
	Omnalink	Sentinel Offender Services LLC	American Prison Data System
	CJIS Group	budd Limited	Rocky Mountain Offender
	Prime Vendor	BI Incorporated	Corrective Solutions
	Alchoh Monitoring System	Verizon Wireless	
<p><b>Based upon the bids received, I recommend Track Group be awarded the contract as the lowest responsive, responsible bidder.</b></p>			
		Sincerely,	
		Robert J McErlane	
		Purchasing	

52

**RESOLUTION AUTHORIZING A CONTRACT WITH UNION ROOFING CONTRACTORS, INC., FOR \$189,790.00**

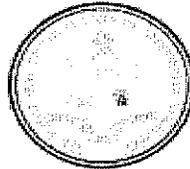
**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the supplying and delivery of all labor and material for roof replacement at 5 Points Plaza; and

**WHEREAS**, after following proper public bidding procedure, it was determined upon opening of bids on May 19, 2017, that all bids received were over-budget; necessitating a negotiated agreement with Union Roofing Contractors, Inc., 12260 Townsend Road, Philadelphia, PA 19154, for services as described in the bid specifications PD-017-031, in the amount of \$189,790.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$189,790.00, pursuant to CAF #17-04957, which amount, shall be charged against budget line item #C-04-17-018-310-18211.

**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 Union Roofing Contractors, Inc., in the amount of \$189,790.00 for the supplying and delivery of all labor and material for the roof replacement at 5 Points Plaza, 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 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

fz

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
UNION ROOFING CONTRACTORS, INC.**

**THIS CONTRACT** is made effective this 21<sup>st</sup> 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 **UNION ROOFING CONTRACTORS, INC.**, with offices at 12260 Townsend Road, Philadelphia, PA 19154, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supplying and delivery of all labor and materials for roof replacement at 5 Point Plaza, as set forth in **PD-017-031**; 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 as set forth in the specifications of PD-017-031 in the contract amount of **One Hundred Eighty Nine Thousand Seven Hundred Ninety Dollars and Zero Cents (\$189,790.00)**, for the supplying and delivery of all labor and materials for roof replacement at 5 Point Plaza, 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-017-031**, dated May 19, 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 bid 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 (5<sup>th</sup>), 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 bid specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the bid specifications and the Bid Package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 21<sup>st</sup> 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:**

**UNION ROOFING CONTRACTORS, INC.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**CODY LUBISKY, VICE PRESIDENT**

**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.** 17-04957

ORDER DATE: 06/06/17  
REQUISITION NO: R7-05519  
DELIVERY DATE:  
STATE CONTRACT:  
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 #: UNION030  
UNION ROOFING CONTRACTORS, INC  
12260 TOWNSEND ROAD  
PHILA., PA 19154

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	ALL MATERIALS AND INSTALATION OF A NEW ROOF AT 5 PTS PLAZA HURRVILLE RD DEPTFORD NJ  ON 6/21/17 FREEHOLDER ADGENOA  SPECS PER NEGOTITAION ON PD 17-031  NEW VENDOR  UNION ROOFING CONTRACTORS 1220 TOWNSEND TD PHILADELPHIA PA 19154	C-04-17-018-310-18211 5 Points - New Roof	189,790.0000	189,790.00
			TOTAL	189,790.00

**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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

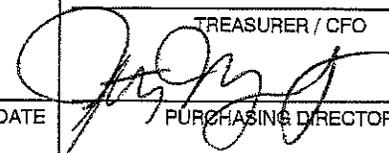
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

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

TREASURER / CFO



PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
**Robert M. Damminger**



DEPARTMENT OF  
PURCHASING

**DIRECTOR**  
**Peter M. Mercanti**

PO Box 337  
Woodbury, NJ 08096

Phone 856.853.3420  
Fax 856.251.6777

[purchasing@co.gloucester.nj.us](mailto:purchasing@co.gloucester.nj.us)  
[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842. New Jersey Relay Service 711

TO: PD 17-017; PD 17-031

FROM: Peter M. Mercanti, Purchasing Director

DATE: 6/1/17

RE: Roof Replacement at 5 Points

PD 17-017 – Roof Replacement at 5 points. This bid was advertised on March 14, 2017. The bid was opened on April 5, 2017 and we received four bids: Premier Roofing Services, LLC for \$189,800.00; Patriot Roofing, Inc. for \$239,000.00; Union Roofing Contractors, Inc. for \$198,000.00 and D.A. Nolt, Inc. for \$272,809.00. All bids were rejected for being over budget.

PD 17-031 – Roof Replacement at 5 Points. We went back out to bid for the roof replacement at 5 Points. The bid was advertised on May 3, 2017 and opened on May 19, 2017. We received two bids: Premier Enterprises, LLC t/a Premier Roofing for \$191,335.00 and D.A. Nolt, Inc. for \$247,172.00. All bids were rejected for being over budget.

At this point, I am authorized by State Statute (40A:11-5) to negotiate the best possible price by Vendors that bid on the project the second time. Premier Enterprises, LLC t/a Premier Roofing, D.A. Nolt, Inc. and Union Roofing were contacted and asked to provide their best price for the above bid (PD-17-031) as the bid was rejected for being over budget.

I received calls back from all three (3) Vendors. Premier Enterprises, LLC t/a Premier Roofing for \$191,335.00 and D.A. Nolt, Inc. \$247,172.00 and Union Roofing \$189,790.00.

If funds can be found, I would recommend the award to Union Roofing as the lowest responsive, responsible bidder.

**RESOLUTION AUTHORIZING THE PURCHASE OF WATCH GUARD 4RE & VISTA RELATED HARDWARE, SOFTWARE AND WG TECHNICAL SERVICES FROM ADVANCED ELECTRONICS DESIGN DBA-PATROL PC THROUGH STATE CONTRACT FOR \$57,323.00**

**WHEREAS**, The County of Gloucester (hereinafter the "County") has a need to purchase of Watch Guard 4RE & Vista related Hardware, Software and WG Technical Services for the use by the Sheriff's Department; 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 #A81300 from Advances Electronics Design DB-Patrol PC of 344 John Dietsch Blvd., North Attleboro, MA 02763, for \$57,323.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to C.A.F. #17-05161 which amount shall be charged against budget line item C-04-17-017-140-17235 for \$57,323.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the purchase of Watch Guard 4RE & Vista related Hardware, Software and WG Technical Services from Advances Electronics Design DB-Patrol PC through State Contract #A81300 is hereby authorized for \$57,323.00; and

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 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. 17-05161**

**SHIP TO**  
Pg 1  
GLOUC. CO SHERIFF'S DEPT.  
2 SOUTH BROAD STREET  
WOODBURY, NJ 08096  
856-384-4600

ORDER DATE: 06/07/17  
REQUISITION NO: R7-04522  
DELIVERY DATE: 06/01/17  
STATE CONTRACT: A81300  
ACCOUNT NUM:

**VENDOR**  
ADVANCED ELECTRONICS DESIGN  
DBA - PATROL PC  
433 JOHN DIETSCH BLVD.  
NORTH ATTLEBORO, MA 02763  
VENDOR #: ADVAN030

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	WEB SERVER SITE LICENSE KEY EVIDENCE LIBRARY 4 WEB SOFTWARE & LICENSING PART #: KEY-EL4-SRV-001 DETAIL: EVIDENCE LIBRARY 4 WEB SERVER SITE LICENSE KEY	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	938.0000	938.00
8.00	IN-CAR DEVICE LICENSE KEY PART #: KEY-EL4-DEV-001 DETAIL: EVIDENCE LIBRARY 4 WEB 4RE IN-CAR DEVICE LICENSE KEY	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	150.0000	1,200.00
8.00	4RE IN-CAR SYSTEM & OPTIONS 4RE IN-CAR SYSTEM & OPTIONS PART #: 4RE-STD-GPS-RV2 DETAIL: 4RE STANDARD DVR CAMERA SYSTEM WITH INTERGRATED 200GB AUTOMOTIVE GRADE HARD DRIVE, 16GB USB REMOVABLE THUMB DRIVE, REAR FACING CABIN CAMERA, GPS HARDWARE, CABLING AND YOUR CHOICE OF MOUNTING BRACKET	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	4,774.0000	38,192.00
8.00	4RE IN-CAR SYSTEM & OPTIONS PART#: CAM-4RE-PAN-NHD DETAIL: FRONT CAMERA, 4RE, HD PANORAMIC	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	100.0000	800.00
8.00	WIRELESS KIT WIRELESS VIDEO TRANSFER & NETWORKING OPTIONS PART #: 4RE-WRL-KIT-101	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	200.0000	1,600.00

<b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b>		<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
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.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
X VENDOR SIGN HERE	DATE	DEPARTMENT HEAD	<i>Tracey H. Mendenhall</i> TREASURER / CFO  <i>Joe [Signature]</i> PURCHASING DIRECTOR
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DATE	

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**  
**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**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.** 17-05161

Pg 2 **S H I P T O**  
GLOUC. CO SHERIFF'S DEPT.  
2 SOUTH BROAD STREET  
WOODBURY, NJ 08096  
856-384-4600

ORDER DATE: 06/07/17  
REQUISITION NO: R7-04522  
DELIVERY DATE: 06/01/17  
STATE CONTRACT: A81300  
ACCOUNT NUM:

**V E N D O R**  
VENDOR #: ADVAN030  
ADVANCED ELECTRONICS DESIGN  
DBA - PATROL PC  
433 JOHN DIETSCH BLVD.  
NORTH ATTLEBORO, MA 02763

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	DETAIL: 4RE IN-CAR 802.11N WIRELESS KIT, 5GHZ (2.4GHZ IS AVAILABLE BY REQUEST) WIRELESS ACCESS POINT PART#: WAP-MIK-CON-802	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	230.0000	460.00
8.00	DETAIL: WIFI ACCESS POINT, CONFIGURED, MIKROTIK, 802.11N, 5GHZ, SECTOR 4RE HARDWARE WARRANTIES PART#: WAR-4RE-CAR-1ST	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00
8.00	DETAIL: WARRANTY, 4RE, IN-CAR, 1ST YEAR (MONTHS 1-12) 4RE HARDWARE WARRANTIES PART#: WAR-4RE-CAR-2ND	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00
8.00	DETAIL: WARRANTY, 4RE, IN-CAR, 2ND YEAR (13-24) DIRECT COST: \$100.00 DISCOUNT: \$100.00 COST: \$0.00 4RE HARDWARE WARRANTIES PART#: WAR-4RE-CAR-3RD	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00
8.00	DETAIL: WARRANTY, 4RE, IN-CAR, 3RD YEAR (MONTHS 25-36) DIRECT PRICE: \$200.00 DISCOUNT: \$200.00 COST: \$0.00 SOFTWARE MAINT. & CLOUD SHARE PART#: SFW-MNT-EL4-001	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00

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><b>X</b></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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Tracy J. Gendron</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**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	
<b>NO.</b>	17-05161

Pg 3

<b>SHIP TO</b>	GLOUC. CO SHERIFF'S DEPT. 2 SOUTH BROAD STREET WOODBURY, NJ 08096 856-384-4600
----------------	---

ORDER DATE: 06/07/17  
REQUISITION NO: R7-04522  
DELIVERY DATE: 06/01/17  
STATE CONTRACT: A81300  
ACCOUNT NUM:

<b>VENDOR</b>	ADVANCED ELECTRONICS DESIGN DBA - PATROL PC 433 JOHN DIETSCH BLVD. NORTH ATTLEBORO, MA 02763
---------------	---

VENDOR #: ADVAN030

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
8.00	DETAIL: SOFTWARE MAINTENANCE, EVIDENCE LIBRARY, 1ST YEAR (MONTHS 1-12) SOFTWARE MAINT. & CLOUD SHARE PART#: SFW-EL4-CLD-8AS	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00
1.00	DETAIL: EVIDENCE LIBRARY 4 WEB CLOUD-SHARE-BASIC SERVER HARDWARE & SOFTWARE PART#: HDW-4RE-SRV-102	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	7,290.0000	7,290.00
5.00	DETAIL: SERVER, 4RE, 16HDD, 3U, 6-15 CONCURRENT CARS, 5CAL, GEN 3 SERVER HARDWARE & SOFTWARE PART#: HDW-4RE-HDD-4TB	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	300.0000	1,500.00
8.00	DETAIL: HARD DRIVE, SERVER, 4TB, 6GB/S 7,200 RPM, 128MB, ENTERPRISE, 4RE VIDEO TECHNICAL SERVICES WATCHGUARD VIDEO TECHNICAL SERVICES PART#: SVC-4RE-INS-100	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	375.0000	3,000.00
1.00	DETAIL: 4RE SYSTEM INSTALLATION, IN-CAR (PER UNIT CHARGE) VIDEO TECHNICAL SERVICES WATCHGUARD VIDEO TECHNICAL SERVICES PART#: SVC-4RE-ONS-400	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	2,343.0000	2,343.00
1.00	DETAIL: 4RE SYSTEM SETUP, CONFIGURATION, TESTING & TRAINING (WG-TS) SHIPPING AND HANDLING PART#: FREIGHT	C-04-17-017-140-17235 Watchguard Vehicle/Body Cameras-Sheriff	0.0000	0.00

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><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Nancy H. Shadlow</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**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	
<b>NO.</b>	17-05161

Pg 4

<b>S H I P T O</b>	GLOUC. CO SHERIFF'S DEPT. 2 SOUTH BROAD STREET WOODBURY, NJ 08096 856-384-4600
--	---

ORDER DATE: 06/07/17  
REQUISITION NO: R7-04522  
DELIVERY DATE: 06/01/17  
STATE CONTRACT: A81300  
ACCOUNT NUM:

<b>V E N D O R</b>	VENDOR #: ADVAN030 ADVANCED ELECTRONICS DESIGN DBA - PATROL PC 433 JOHN DIETSCH BLVD. NORTH ATTLEBORO, MA 02763
--	---

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	DETAIL: SHIPPING & HANDLING CHARGES DIRECT COST: \$425.00 DISCOUNT: \$425.00 COST: 0.00			
			TOTAL	57,323.00

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><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Macey H. Gordon</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

R7-04522



# 4RE/VISTA Price Quote

CUSTOMER: Gloucester County Sheriff's Office

ISSUED: 11/29/2016 3:26 PM

EXPIRATION: 3/31/2017 9:00 AM

**TOTAL PROJECT ESTIMATED AT:  
\$57,323.00**

ATTENTION: Harold Richmond

SALES CONTACT: Wayne Koveleskie

PHONE: 856-384-4600

DIRECT: 609-410-9091

E-MAIL:

E-MAIL: WKoveleskie@WatchGuardVideo.com

## 4RE and VISTA Proposal

### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$62.00	\$938.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	8.00	\$150.00	\$0.00	\$1,200.00

### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	8.00	\$4,795.00	\$21.00	\$38,192.00
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic	8.00	\$200.00	\$100.00	\$800.00

### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	8.00	\$200.00	\$0.00	\$1,600.00
WAP-WIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, Sector	2.00	\$250.00	\$20.00	\$460.00

### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	8.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	8.00	\$100.00	\$100.00	\$0.00

415 Century Parkway • Allen, TX • 75013  
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	8.00	\$200.00	\$200.00	\$0.00
-----------------	--	------	----------	----------	--------

### Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	8.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	8.00	\$0.00	\$0.00	\$0.00

### Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-102	Server, 4RE, 16 HDD, 3U, 6-15 Concurrent Cars, 5CAL, Gen 3	1.00	\$7,750.00	\$460.00	\$7,290.00
HDW-4RE-HDD-4TB	Hard Drive, Server, 4TB, 6GB/s 7,200 RPM, 128MB, Enterprise, 4RE	5.00	\$300.00	\$0.00	\$1,500.00

### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	8.00	\$400.00	\$25.00	\$3,000.00
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-T5)	1.00	\$2,500.00	\$157.00	\$2,343.00

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$425.00	\$425.00	\$0.00
					\$57,323.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$4,712.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$57,323.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

415 Century Parkway • Allen, TX • 75013  
 Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. Box 230  
TRENTON, NEW JERSEY 08625-0230

<https://www.njstart.gov>

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

FORD M. SCUDDER  
*State Treasurer*

JIGNASA DESAI-MCCLEARY  
*Director*

April 10, 2017

Re: T0106  
Description: Police and Homeland Security Equipment and Supplies

Dear Sir/Madam:

Pursuant to Section 5.3, Contract Transition, of the referenced contract, please note that it is the State's intent to exercise this option by extending your contract while the State transitions to a new contract. During the term of this extension all terms, specifications and pricing remain in effect.

In addition, Section 5.3 of the contract provides for the following:

In the event that a new contract has not been awarded prior to contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

The contract's expiration was scheduled for 04/30/17. The transitional extension period will begin 05/01/17 and will end 08/31/17. At no time shall this transition period extend more than 120 days.

Sincerely

Jawad Karamali  
Procurement Specialist

**RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES COPS HIRING PROGRAM GRANT (CHP) TO HIRE SEVEN SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,663,366.00, INCLUDING A LOCAL MATCH OF \$788,366.00, FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2020**

**WHEREAS**, The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by law enforcement agencies through information and grant resources.

**WHEREAS**, the County, through the Gloucester County Sheriff, wishes to apply for and obtain grant funding from the COPS Office Hiring Program (CHP) for the hiring of seven Sheriff's Officers; and

**WHEREAS**, the total grant program amount is \$1,633,366.00, including a local match by the County of \$788,366.00 (federal share - \$875,000.00), from October 1, 2017 to September 30, 2020; and

**WHEREAS**, the County Sheriff has 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

**WHEREAS**, the County Sheriff has submitted the grant application to the County Treasurer for review, and said department has approved the application, and

**WHEREAS**, the Board of Chosen Freeholders 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.

**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 execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the U. S Department of Justice, Office of Community Oriented Policing Services for the COPS Hiring Program Grant (CHP) in a total Grant program amount of \$1,663,366.00, and including a local match by the County of \$788,366.00, for the term from October 1, 2017 to September 30, 2020;

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required.

**BE IT FUTHER RESOLVED** that the Gloucester County Sheriff's Office shall be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

54

**GRANT REQUEST FORM**

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: June 9, 2017

1. TYPE OF GRANT  
X NEW GRANT  
RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER \_\_\_\_\_

2. GRANT TITLE: COPS HIRING PROGRAM 201

3. GRANT TERM: FROM: 10-01-17 TO: 9-30-20

4. COUNTY DEPARTMENT: Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Vicki Anronini 856-384-4630

6. NAME OF FUNDING AGENCY: Department of Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Applying to the U.S. Department of Justice, Office of Community Policing Services (COPS) for Fiscal Year 2017, Cops Hiring Program (CHP), for hiring seven (7) Additional career law enforcement sheriff's officers

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*");

NAME	AMOUNT	NAME	AMOUNT
TBD	TBD		

9. TOTAL SALARY CHARGED TO GRANT: \$ 970,502.

10. INDIRECT COST (IC) RATE: 0 %

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 70.56 %

13. DATE APPLICATION DUE TO GRANTOR 7-10-2017

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>875,000.</u>	
CASH MATCH	<u>788,366.</u>	
		(Attach Documentation)
IN-KIND MATCH	<u>0</u>	
TOTAL PROGRAM BUDGET: \$ <u>1,663,366.</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
 YES  NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.  
 YES  NO

DEPARTMENT HEAD: Carmel M. Moore / MA  
 Signature

DATE: June 9, 2017

.....  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Signature

[« Back](#) | [Link](#)

**COPS-HIRING-PROGRAM-APPLICATION-2017**  
**COPS-HIRING-PROGRAM-APPLICATION-2017**  
 Department of Justice  
 Community Oriented Policing Services

- [Synopsis](#)
- [Version History](#)
- [Related Documents](#)
- [Package](#)

[Print Synopsis Details](#) <sup>2</sup>

If you would like to receive email notifications of changes to this grant opportunity click [send me change notification emails](#). You only need to provide your email address.

General Information

<b>Document Type:</b>	Grants Notice	<b>Version:</b>	Synopsis 2
<b>Funding Opportunity Number:</b>	COPS-HIRING-PROGRAM-APPLICATION-2017	<b>Posted Date:</b>	May 22, 2017
<b>Funding Opportunity Title:</b>	COPS-HIRING-PROGRAM-APPLICATION-2017	<b>Last Updated Date:</b>	May 11, 2017
<b>Opportunity Category:</b>	Discretionary	<b>Original Closing Date for Applications:</b>	Jul 10, 2017 The deadline for submitting applications in response to this grant announcement is 7:59 EDT on July 10, 2017. Applications submitted after this deadline will not be considered for funding.
<b>Opportunity Category Explanation:</b>		<b>Current Closing Date for Applications:</b>	Jul 10, 2017 The deadline for submitting applications in response to this grant announcement is 7:59 EDT on July 10, 2017. Applications submitted after this deadline will not be considered for funding.
<b>Funding Instrument Type:</b>	Grant	<b>Archive Date:</b>	Sep 30, 2017
<b>Category of Funding Activity:</b>	Law, Justice and Legal Services	<b>Estimated Total Program Funding:</b>	
<b>Category Explanation:</b>		<b>Award Ceiling:</b>	\$3,125,000
<b>Expected Number of Awards:</b>	1500	<b>Award Floor:</b>	\$0
<b>CFDA Number(s):</b>	16.710 -- Public Safety Partnership and Community Policing Grants		
<b>Cost Sharing or Matching Requirement:</b>	Yes		

Eligibility

**Eligible Applicants:** Others (see text field entitled "Additional Information on Eligibility" for clarification)

**Additional Information on Eligibility:** The COPS Hiring Program (CHP) is an open solicitation. All state, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. CHP applicants must have a police department that is operational as of July 10, 2017, which is the close of this application, or receive services through a new or existing contract for law enforcement service. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

Additional Information

**Agency Name:** Community Oriented Policing Services

**Description:** CHP provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. 2017 CHP grants will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three-year (36 months) grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salary and fringe benefits for full-time sworn officers; any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than five percent of their actual sworn force strength as reported at the time of updated application, up to a maximum of 25 officers. Agencies with a service population of

1 million or above may apply for up to 25 officer positions; agencies with a service population less than 1 million may apply for up to 15 officer positions. [The request of any agency with a sworn force less than or equal to 20 will be capped at one officer.] Funding under this program may be used to: • Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. • Rehire officers who have already been laid off from any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official grant award start date as it appears on your agency's award document. Documentation must be maintained showing the dates that the positions were laid off and rehired. • Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Grantees will be required to continue funding the positions with local funding until the dates of the scheduled lay-offs. The dates of the scheduled lay-offs and the number of positions affected must be identified in the CHP application. CHP grants can be used to hire and or rehire School Resource Officers. Please note that the COPS Office requires that the officer (s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and/or secondary schools, working on youth-related activities. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant.

**Link to Additional Information:** [COPS Hiring Program](#)

**Grantor Contact Information:** If you have difficulty accessing the full announcement electronically, please contact

COPS Office Response Center Phone: 800.421.6770

[COPS Response Center](#)

**RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN  
CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING  
HOME FROM JANUARY 1, 2017 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO  
EXCEED \$46,380.00**

**WHEREAS**, the Gloucester County Improvement Authority (hereinafter the "GCIA") is the owner of the Shady Lane Nursing Home and has obtained grant funds from the New Jersey Department of Human Services Division of Aging Services in connection with the PEER Grouping Program for the year 2017; and

**WHEREAS**, a statutory condition of the GCIA's funding is that it commit \$46,380.00 for the year 2017 to programs designed to care for and support elderly residents of Gloucester County suffering from dementia related illnesses, and thereby help avoid placement in nursing home type facilities; and

**WHEREAS**, the GCIA desires to enter into a Contract with the County pursuant to which the County will administer such services that satisfy the aforesaid statutory condition; and

**WHEREAS**, Pursuant to this Contract the County, through its Department of Health and Human Services, will, through PEER Grouping Contracts with subcontractors, administer the provision of in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses; and

**WHEREAS**, for the provision of such services, the GCIA will pay to the County the amount of \$46,380.00 for the period January 1, 2017 to December 31, 2017; and

**WHEREAS**, on May 23, 2017, the Department of Human Services granted approval of the County's 2017 allocation and spending plan.

**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 execute, and the Clerk of the Board be and is hereby authorized to attest to, a Contract with the Gloucester County Improvement Authority, pursuant to which the Gloucester County Department of Health & Human Services will administer case management services and additional support services as described above from January 1, 2017 to December 31, 2017 in the amount not to exceed \$46,380.00; and

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

EH

**AGREEMENT**

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of January, 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 the **Gloucester County Improvement Authority**, hereinafter referred to as the "**Improvement Authority**"; and

**WHEREAS**, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

**WHEREAS**, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision of such services; and

**WHEREAS**, consistent with the statutory obligation, the GCLIA has committed the sum of **\$46,380.00** to said services, which amount shall be the amount of this Agreement;

**NOW THEREFORE**, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2017 and shall terminate on December 31, 2017.
  2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$46,380.00 to the County for its use as hereinafter described.
  3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$46,380.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.
-

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
  - a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
  - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
  - c. To provide information and referrals to other relevant programs.
  - d. To provide follow-up services to ensure clients are receiving quality care.
  - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
  - f. To follow the 2017 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
  
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
  
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
  - a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
  - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE:** It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT:** During the performance of this AGREEMENT, the County agrees as follows:
  - a. The County 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 County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
  - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, 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.
15. **AUDIT:** The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS:** Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES:** Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
  - a. If to the IMPROVEMENT AUTHORITY, c/o  
Charles Fentress, Chairman  
Gloucester County Improvement Authority  
109 Budd Blvd.  
Woodbury, NJ 08096
  - b. If to the COUNTY, c/o  
Leona Mather, Executive Director

Gloucester County Division of Senior Services  
115 Budd Blvd.  
West Deptford, NJ 08096

- c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.
- 18. **ENTIRE AGREEMENT:** This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.
- 19. **BINDING AGREEMENT:** This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

**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.

**GLOUCESTER COUNTY**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

\_\_\_\_\_  
**CHARLES FENTRESS,  
CHAIRMAN**

ATTEST:

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

**ATTACHMENT A**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFRIMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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 marital status, sex or handicap. 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, sex, handicap, affectional or sexual orientation. Such actions 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; 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 non-discrimination 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, sex, handicap, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the County 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith 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 binding determination of the applicable county employment goals determined by Affirmative Action Office 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.

**ATTACHMENT A, CONTINUED**

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment County 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 statues and court decision of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

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, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



61

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF AGING SERVICES

PO BOX 807  
TRENTON, N.J. 08625-0807

CHRIS CHRISTIE  
GOVERNOR

[www.nj.gov/humanservices](http://www.nj.gov/humanservices)

ELIZABETH CONNOLLY  
ACTING COMMISSIONER

KIM GUAOAGNO  
Lt. Governor

May 23, 2017

Mr. Dennis Dittmar  
Senior Program Development Specialist/Planner  
Gloucester County Division of Senior Services  
15 Budd Boulevard  
West Deptford, NJ 08096

Dear Mr. Dittmar:

On behalf of the New Jersey Department of Human Services (DHS), Division of Aging Services (DoAS), thank you for submitting Gloucester County's 2016 Governmental Peer Grouping Expenditure Report and 2017 Allocation and Spending Plan.

The DoAS staff has completed the fiscal and programmatic review of your information and has approved the Gloucester County 2017 Governmental Peer Grouping Allocation and Spending Plan. The approval is based on N.J.S.A. 30:4D-7.t., mandating that sufficient funds are allocated for nursing home prevention services for elderly and disabled persons, and your assurances that the 2017 contracted services will adhere to the DHS' guidelines and instructions. Please know that all funded services need to be completed within the contract period of January 1, 2017, to December 31, 2017.

If you have any questions, please feel free to contact Stephanie Rietze in the office of AAA Administration at (609) 588-6530 or [stephanie.rietze@dhs.state.nj.us](mailto:stephanie.rietze@dhs.state.nj.us) for programmatic issues and/or Anthony Garofalo, Contract Administrator in the Office of Administrative and Fiscal Services – Grants Management at (609) 588-6529 or [anthony.garofalo@dhs.state.nj.us](mailto:anthony.garofalo@dhs.state.nj.us) for fiscal information.

Thank you for your cooperation in the Governmental Peer Grouping funds approval process.

Sincerely,

Laura Otterbourg, Director  
Division of Aging Services

C:

Leona Mather, Executive Director, Gloucester County Division of Senior Services  
Services

PEER GROUPING 2017 SERVICE ALLOCATION & SPENDING PLAN January 2017 - December 2017

Gloucester COUNTY

Total Amount of all PEER Grouping Funds Allocated to Gloucester County for Reporting Year 2017 = \$463,802.00 Minimum 10% of this figure = \$46,380.00

Page 1 of 1

Service Description (See standard definitions-taxonomy)	New, Expanded or Renewed Service	Provider Agency		Nursing Home Prevention		Number Unduplicated		Units of Service			Cost Per Unit (Estimate)	PEER Grouping Funds Allocation		
		Provider Agency, Address & Zip Code	Contact Person Telephone & Email	Yes	No	Established as Priority by County	# Elderly = persons age 60+	Other Population Group-Specify	Standard Unit (ex: meal, hours, etc.)	Number of Projected Units to be Purchased for Other Population Group-Specify		Number of Projected Units to be Purchased for Other Population Group-Specify	Budgeted Allocation (Includes ONLY amount drawn from PEER funds-ONLY)	% of Total County PEER Funds Allocated
Case/Care Management	Renewed	Gloucester County Senior Services 115 Budd Blvd, West Deptford, N.J. 08096	Barbara Valdez 856-8338 bvaldez@co.gloucester.nj.us	X			24	none	each 1/2 hour contact	267	none	\$121.27	\$32,360.00	70%
Adult Day Services Medical	Renewed	Evergreen Court 551 North Evergreen Ave. Woodbury, N.J. 08095	Nadine Sibila 856-845-1976 evergreencourt@netzero.net	X			4	none	each hour 5 hour day	233 hours 47 days	none	\$15.02 per hour	\$3,503.00	8%
Personal Care/Homemaker	Renewed	All About Care 870 Mantoloking Road Brick, N.J. 08723	Debbie Weber 732-477-3005 dweber@verizon.net	X			11	none	each hour	403	none	\$26.06	\$10,500.00	22%

2017 Planning Year Totals

Total amount of Peer Grouping Funds expended for Nursing Home Prevention Programs for Eligible Population \$58,461

Total % Peer Grouping Funds expended on Nursing Home Prevention Programs for Eligible Population 100%

Prepared By: Dennis J. Diltmar  
 Dennis J. Diltmar  
 Print Name: \_\_\_\_\_ Date: 1-6-2017  
 Senior Program Development Specialist/Planner  
 856-686-8342  
 Telephone: \_\_\_\_\_ Signature: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 ddiltmar@co.gloucester.nj.us  
 Email: \_\_\_\_\_ 856-686-6346

Area Agency on Aging Review:  
 Executive Director, Area Agency on Aging, participated in development of 2017 Spending and Allocation Plan reviewed and commented on these Expenditures  
James Little 1/12/2017  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Director, Area Agency on Aging

County Approval:  
 The County Governing Body hereby approves submission of this 2017 Spending and Allocation Plan  
 Robert M. Damminger  
 Print Name: \_\_\_\_\_  
Robert M. Damminger  
 County Governing Body, Freeholder Director  
 Signature: \_\_\_\_\_ Date: 1-18-2017



PEER GROUPING 2016 EXPENDITURE REPORT - January 2016-December 2016

GLoucester

COUNTY

Total Amount of all PEER Grouping Funds Allocated to Gloucester County for Reporting Year 2016 = \$584,607.00 Minimum 10% of this figure = \$58,461.00

Page 1 of 1

Service Description (See standards for definitions-taxonomy)	New, Expanded or Renewed Service	Provider Agency		Nursing Home Prevention		Number Unduplicated Individuals Served		Units of Service			Cost Per Unit	PEER Grouping Funds Allocation		PEER Grouping Funds Expenditures		
		Address & ZipCode	Contact Person Telephone & Email	Yes	No	Established as Priority by County	Elderly= Persons age 60+	Other Population Group-Specify	Standard Unit (i.e., meals, hours, etc.)	Number of Units Purchased for Elderly		Number of Units Purchased for Other Population Group-Specify	Budgeted Allocation (Includes Amount drawn from PEER funds-ONLY)	% of *Total County PEER Funds Allocated	Actual Expenditures for each service in 2016.	% of *Total County PEER Funds Spent on Home and Community Based Services.
Case/Care Management	Renewed	GC Senior Services 115 Budd Blvd, West Deptford N.J. 08056	Barbara Valdez 856-686-8336 bvaldez@co.gloucester.nj.us	X			22	none	each 1/2 hour contact	267	none	\$131.37	\$35,077.00	60%	\$35,077.00	60%
Adult Day Ser. Medical	Renewed	Evergreen Court 551 N. Evergreen Ave. Woodbury N.J. 08095	Nadine Sibilla 856-945-1976 evergreencourt@net.net	X			4	none	each hour 5 hour day	233 hours, 47 days	none	\$15.06 per hour	\$3,508.00	6%	\$3,508.00	6%
Personal Care/Homeemaker	Renewed	All About Care 870 Mantoloking Road Brick, N.J. 08723	Debbie Weber 732-477-3005 dweber@verizon.net	X			21	none	each hour	944	none	\$21.05 per hour	\$19,876.00	34%	\$19,876.00	34%

2016 Reporting Year Totals

Total amount of Peer Grouping Funds expended for Nursing Home Prevention Programs for Eligible Population \$58,461.00  
 Total % Peer Grouping Funds expended on Nursing Home Prevention Programs for Eligible Population 100%

Does the county manage PEER Grouping funds on an accrual basis?

No  Yes  Balance: \$0 as of 12/31/2016

Prepared By: Dennis J. Diltmar  
 Dennis J. Diltmar 1-8-2017

Area Agency on Aging Review:  
 Executive Director, County Area Agency on Aging, reviewed and commented on these Expenditures

County Approval:  
 The County Governing Body hereby approves submission of these 2016 Expenditures

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Senior Program Development Specialist/Planner  
 Print Title: \_\_\_\_\_ Signature: \_\_\_\_\_

[Signature] 1/8/2017  
 Signature: Executive Director, Area Agency on Aging Date

Robert M. Dammingier  
 Printed Name: County Governing Body, Freeholder Director

Telephone: 856-686-8342 Fax: 856-686-8346  
 Email: ddiltmar@co.gloucester.nj.us

[Signature] 1-18-2017  
 County Governing Body, Freeholder Director Signature Date

**RESOLUTION AUTHORIZING AN APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR THE 2017 WIC HEALTH SERVICES GRANT PROGRAM FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2018 FOR \$801,987.00**

**WHEREAS**, the County, through its Department of Health and Human Services, wishes to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Services Grant; and

**WHEREAS**, the grant provides for nutrition, education and vouchers redeemable for nutritious food for lactating women, infants and children; and

**WHEREAS**, the amount of the grant is \$801,987.00 for the period October 1, 2017 to September 30, 2018; and

**WHEREAS**, the County's Department of Health and Human Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is complete, true and correct; and

**WHEREAS**, the County's Department of Health and Human Services has submitted the grant application to the County Treasurer for review, and said department has approved the application; and

**WHEREAS**, the Board of Chosen Freeholders 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.

**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 execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Health, Division of Family Health Services, for the 2018 Women, Infants and Children (WIC) Health Services Grant for the period October 1, 2017 to September 30, 2018, in the amount of \$801,987.00; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

**BE IT FUTHER RESOLVED** that the Gloucester County Department of Health and Human Services shall be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

## GRANT REQUEST FORM

*62*

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 6/06/2017

1. TYPE OF GRANT

NEW GRANT

RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 325

2. GRANT TITLE: WIC

3. GRANT TERM: FROM: 10/1/17 TO: 9/30/18

4. COUNTY DEPARTMENT: Health and Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJDHSS

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Department of Health and Human Services-Division of Senior Services request authorization to submit an application in the amount of \$785,285 to provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children(WIC).

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK “\*”):

NAME	AMOUNT	NAME	AMOUNT
<u>K.Mahmoud</u>	\$94,416	S. Finkbeiner	\$53,435
A. Wentz	\$78,325	I. Martinez	\$34,154
J. Benjamin	\$52,376	P. Lenowski	\$29,706
R. Becker	\$77,854	B.Pizzuto	\$13,759
R. Conway	\$41,396	S. Fuchs	\$20,187
<u>A. Welch</u>	\$20,187	S. Chaikin	\$25,475

9. TOTAL SALARY CHARGED TO GRANT: \$ 541,270

10. INDIRECT COST (IC) RATE: 33.17 %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 45.25 %

13. DATE APPLICATION DUE TO GRANTOR June 30, 2017



## BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 06/06/2017

1. GRANT TITLE: WIC
2. DEPARTMENT: Health and Human Services
3. GRANT ID NUMBER: STATE: FY 2018 HSG Application-WIC  
FEDERAL: \_\_\_\_\_
4. FUNDING AGENCY CONTACT PERSON: Electra Moses, MS,RDN
5. FUNDING AGENCY PHONE NUMBER: 609/292-9560
6. GRANT AMOUNT: 801,987
7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. MODIFICATION AMOUNT: \_\_\_\_\_
- D. NEW TOTAL: 801,987
8. CONTRACT PERIOD: FROM: 10/01/17 TO: 09/30/18
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_  
REIMBURSEMENT: MONTHLY: X  
QUARTERLY: \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO \_\_\_\_\_  
ARE THEY MONTHLY X QUARTERLY \_\_\_\_\_ END OF CONTRACT \_\_\_\_\_  
LIST DATES REPORTS ARE DUE: 10 Day Following calendar quarter

\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(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: \_\_\_\_\_  
\_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:    Provides nutrition education and vouchers redeemable for nutritious food for lactating women, infants and children.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES \_\_\_\_\_ NO X

DEPARTMENT HEAD: *[Signature]*  
Signature  
DATE: 6/8/2017

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

- 1. \_\_\_\_\_  
Signature
- 2. \_\_\_\_\_  
Signature

Revised: 9/22/03

601	Salaries	541,270
994	Fringe	248,984
410	Office Expense	2,276
450	Medical Supplies	7,504
920	Conference	385
970	Travel	1,568

**2017 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

410 Office Supplies-Cost of actual office supplies per historical cost. Stickers, reminder cards staples,paper,pens, folders and etc	2,276
450 Medical Supplies-Cost to purchase all medical supplies including but not limited to: Gloves, Band-Aides, Vital, Tubes and Trays. Cost equal to prior year.	7,504
920 Cost to send Coordinator and employees to State mandated training and general training of WIC employees	385
970 Travel - Estimated Cost of Director to attend out of town meetings and staff members who travel to more than one location in a day. Cost equal to prior year	1,568
Total	11,733

Form C-2

Department Code\_\_\_ G-02-17-325

Submission Date\_\_\_ 6/6/2017

Department Health \_\_\_\_\_ Revision Date \_\_\_\_\_



**State of New Jersey**  
**DEPARTMENT OF HEALTH**  
 DIVISION OF FAMILY HEALTH SERVICES  
 PO BOX 364  
 TRENTON, N.J. 08625-0364

CHRIS CHRISTIE  
 Governor

KIM GUADAGNO  
 Lt. Governor

[www.nj.gov/health](http://www.nj.gov/health)

CATHLEEN D. BENNETT  
 Acting Commissioner

May 31, 2017

Ms. Tamarisk Jones  
 Director  
 Gloucester County Health Department  
 204 East Holly Avenue  
 Sewell, NJ 08080

**SUBJECT: Federal Fiscal Year (FFY) 2018 WIC Health Service Grant (HSG)  
 Application Intent to Fund Due: June 30, 2017**

Dear Ms. Tamarisk:

For FFY 2018, NJ WIC Services is recommending that you submit a HSG application for USDA funding as follows:

FFY 2018 USDA NSA (October 1, 2017 - September 30, 2018)	\$705,200
FFY 2018 Target USDA Breastfeeding Funding	\$75,300
<b>Total FFY 2018 WIC NSA Funding</b>	<b>\$780,500</b>
FFY 2017-19 Breastfeeding Peer Counseling (BFPC)	\$21,487
<b>Total FFY 2018 Breastfeeding Peer Counseling Funding</b>	<b>\$21,487</b>
<b>Total FFY 2018 HSG Funding</b>	<b>\$801,987</b>

Congress' WIC appropriation for Federal Fiscal Year 2018 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied to trends in participation and food dollar expenditures. Since the WIC Program's caseload and food dollar expenditures have been declining nationwide over the past five years, there is a strong possibility that Congress will cut the WIC appropriation for FFY 2018. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2018 HSG application must be planned and written to support a full fiscal year of WIC service delivery with the funds listed above. It is important to note that if you do not adhere with this directive you are still obligated to provide WIC services through September 30, 2018. It is highly recommended prior to planning your 2018 HSG application, that you review the New Jersey Department of Health Grant Terms and Conditions, as well as the revised Attachment C (included with this correspondence) to gain full knowledge of the WIC grant's requirements. Attachment C contains the requirements/conditions unique to the WIC grant that must be adhered to by the sponsor once the grant is approved. We are encouraging you to review these documents to incorporate the costs associated with these obligations in your upcoming application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the grant application. Only those items included in the approved grant are eligible for

reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special purchases or projects including, but not limited to, leasing new WIC space, renovations of real property, purchasing large equipment items, and creating/deleting any positions, before incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08 and 5.25.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds may not be comingled and the allowable costs are different for these two funding sources. Follow Policy and Procedure 5.19, "Breastfeeding Promotion and Support Expenditures," when preparing the budgets for these two grants.

The HSG application must include the following documents attached to the Required Attachment section of SAGE:

- Most recent Annual Audit
- Valid Tax Clearance Certificate
- Proof of Non Profit (501(C)3)
- Valid NJ Charities Registration
- Organization Chart delineating WIC funded positions, titles and names
- Audit Engagement Letter

A Salary and Fringe Worksheet in the Excel format attached in the Miscellaneous Attachment section of SAGE is also required.

Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We anticipate that the grant application will be available in SAGE on June 1, 2017 with a submission date no later than June 30, 2017. If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Electra Moses, MS, RDN  
Director  
WIC Services

c Kathleen Mahmoud  
Karen Christina

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT  
WITH ROBINS' NEST, INC. TO INCREASE THE CONTRACT  
BY \$250.00 FROM JANUARY 1, 2017 TO DECEMBER 31, 2017**

**WHEREAS**, by Resolution adopted on January 21, 2015, a contract was authorized between the County and Robins' Nest, Inc. for services relative to the Stationhouse Adjustment and JCC/ISC Division-Second Chance Restorative Justice Program (hereinafter "Program") to provide family-focused assessment and services as set forth in RFP-014-045-YSC-02, for \$42,240.00 per year from January 1, 2015 to December 31, 2019; and

**WHEREAS**, additional Program funding is available in excess of previously anticipated funds and has been awarded from the "2017 Second Chance-Restorative Justice Program", resulting in a need to increase the contract by \$250.00 for a total amount of \$42,490.00 for the period January 1, 2017 to December 31, 2017; and

**WHEREAS**, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$250.00, which shall be charged against budget line item G-02-16-404-333-20299.

**WHEREAS**, all other terms and provisions of the previously executed contract, with the exception of the total contract amount as set forth herein, will continue 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 Robins' Nest, Inc., to increase the contract by \$250.00 for the period January 1, 2017 to December 31, 2017, resulting in a total amount of \$42,490.00.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

**AMENDMENT TO CONTRACT BETWEEN  
ROBINS' NEST, INC.  
AND  
COUNTY OF GLOUCESTER**

63

**THIS** is an amendment to a contract entered into on the 21<sup>st</sup> of January, 2015 (Per RFP #014-045-YSC-02), **between the** County of Gloucester, hereinafter referred to as "**County**" and Robins' Nest, Inc. of offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, 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 increase the contract amount by \$250.00, for a total contract amount of \$42,490.00 for the period January 1, 2017 to December 31, 2017. This amendment is due to an additional need of funding for program waiting list.**

**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 21<sup>st</sup> day of June, 2017.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBINS' NEST, INC.**

\_\_\_\_\_  
By:  
Title:



63

Chris Christie  
*Governor*

**State of New Jersey**  
**Office of the Attorney General**  
**DEPARTMENT OF LAW AND PUBLIC SAFETY**  
**Juvenile Justice Commission**  
**P.O. Box 107**  
**Trenton, New Jersey 08625-0107**

**Christopher S. Porrino**  
*Attorney General*

Kim Guadagno  
*Lt. Governor*

**Kevin M. Brown**  
*Executive Director*

April 13, 2017

Rudolph Aikens  
Gloucester County Youth Services Commission  
Department of Human Services  
115 Budd Blvd.  
Woodbury, NJ 08096

**RE: 2017 Executed Comprehensive  
Award Notices**

Dear Mr. Aikens:

Enclosed for your records is an executed copy of Gloucester County's calendar year 2017 Award Notice for the following grants: State/Community Partnership Program and Family Court Services. Also enclosed is the final copy of Gloucester County's approved Plan Update and Application. I look forward to your successful participation in these programs.

If you have any questions, please contact Safiya L. Baker at (609) 341-3632.

Sincerely,

Doris S. Darling, Director  
Office of Local Programs & Services

DSD/mmr

- c: Kevin M. Brown, Executive Director, JJC
- Jennifer LeBaron, Ph.D., Deputy Executive Director of Policy, Research & Planning, JJC
- Paul Sumners, Chief of Budget & Finance, JJC
- Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
- Connie Price, Supervisor, Court Liaison Unit, JJC
- Jessica Froba, Court Liaison, JJC



**REALIZING POTENTIAL & CHANGING FUTURES**  
New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY  
JUVENILE JUSTICE COMMISSION  
AWARD NOTICE**

1. FUNDING SOURCE:  STATE/COMMUNITY PARTNERSHIP (SCP)  FAMILY COURT SERVICES (FC)  
 JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI)

2. SUBGRANTEE: Gloucester

3. AWARD NUMBER: SCP-17-PS-07  
SCP-17-PM-07  
FC-17-07

4. STATE ACCOUNT NUMBER:  
100-066-1500-007  
100-066-1500-021

5. GRANTEE IRS/ VENDOR NO: 21-6900881

6. SUBGRANTEE ADDRESS:  
Gloucester County Youth Services Commission  
Department of Human Services  
115 Budd Blvd.  
Woodbury, NJ 08096

7. SUBGRANTEE REPRESENTATIVE NAME & ADDRESS:  
Rudolph Aikens  
Gloucester County Youth Services Commission  
Department of Human Services  
115 Budd Blvd.  
Woodbury, NJ 08096

PHONE NUMBER: 732-866-3585

8. AWARD PERIOD:  
From: January 1, 2017  
To: December 31, 2017

9. AWARD AMOUNT:

SCP Program Services Funds:	\$223,732.00
SCP Program Management Funds:	\$55,550.00
Family Court Funds:	\$141,848.00
Family Crisis Intercession Unit Funds:	\$136,675.00

10. FISCAL YEAR: SFY 2017 - SFY 2018

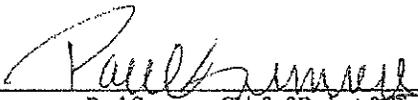
TOTAL \$557,805.00

11. GRANTEE AWARD CONDITIONS:  
The above award is approved subject to conditions or limitations set forth in the attached subgrant award conditions on the attached 5 Page(s).

12. STATUTORY AUTHORITY FOR GRANT:  
In accordance with provision of P.L. 1995 Chap. 283 State/Community Partnership Grant Program.

**JUVENILE JUSTICE COMMISSION**

13. Juvenile Justice Commission Fiscal Officer Approval

Signature   
Paul Summers, Chief of Budget & Finance

Date 12/7/16

**SUBGRANTEE ACCEPTANCE**

14. Name and Title of Authorized Subgrantee Official:

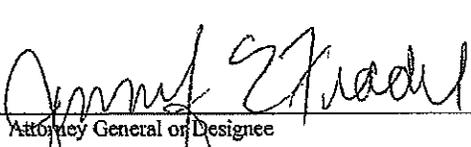
Signature   
Authorizing Official

Date 12/28/16

Robert M. Damminger, Freeholder Director  
TYPED NAME OF OFFICIAL and TITLE

**STATE OF NEW JERSEY - DEPARTMENT LAW AND PUBLIC SAFETY**

15. SIGNATURE OF APPROVAL:

Signature   
Attorney General or Designee

Date 3/28/17

Revised September 8, 2016

## Gloucester County 2017 YSC Proposed Budget Program Profile Cover Sheet

Approved June 15, 2016

Continuum	Profile	Grant	2017 Budget	Program	Description of Services	Provider
Prevention	1	Partnership	3,600	SURE	SURE Student Summit Speaker and supplies	Prosecutor
Prevention	2	Family Court	50,000	SLAG / GALS	3 gender specific afterschool programs	Woodbury
Prevention	3	Partnership	21,000	Evening Alternative	Coach for Drop Out Prevention	Paulsboro
Prevention	4	Partnership	21,000	STEAM	afterschool	Glassboro
Prevention	5	Partnership	42,330	All About Me	Counseling for Sex Assault Victims	Robins Nest
Diversion	6	Family Court	136,675	FCIU [vicinage]	Family Crisis Intervention Unit (with Mobile)	Robins' Nest
Diversion	7	Family Court	42,490	Second Chance	Station House Adjustment & JCC / ISC Diversion	Robins' Nest
Disposition Re-Entry	8	Family Court	37,440	Substance Abuse	evaluation & outpatient treatment in two locations	Center Family Services
Disposition Re-Entry	9	Family Court Partnership	11,918 11,082	Cognitive Life Skills	Cognitive Life Skills group for Probationers	Robins' Nest
Disposition Re-Entry	10	Partnership	70,000	Street Dreams	Employment / Education Advocacy Program	Robins' Nest
Disposition	11	Partnership	54,720	PASO	Sex Offender Treatment – evaluation and counseling in two locations	CFS
Program Management (Administrative)		Partnership	55,550	Administrative	53,250 Salary 1,300 Travel 400 Consumables 600 Other (dues) 100 Other (ads)	GCDHDS
<b>GRAND TOTAL: 557,805</b>						

279,282 State/Community Partnership *(includes program management)*

278,523 Family Court *(includes mandated FCIU)*

- ▶ *Condition that Monitoring be successfully completed (interviews pending)*
- ▶ *Caveat that JJC funding remains the same, any substantial (over \$1000) addition or reduction will be applied "across the board".*
- ▶ *1/3 set aside for SURE*
- ▶ *FCIU Return to DCF*

PROGRAM PROFILE  
CY 2017

A Program Profile must be completed for *each* proposed program and/or service to be funded with State/Community Partnership and Family Court. **Note: If the County's RFP results in changes to the information submitted on this Program Profile, a revised Attachment C must be submitted no later than 30 days after the County Freeholder has approved the contract/award.**

County: Gloucester

Original Date: 6/15/2016

Revision Date: 10/28/2016

Funding Source(s):  Partnership  Family Court

**PROGRAM GOAL**

*Prevention:* To prevent youth from engaging in anti-social and delinquent behavior and from taking part in other problem behaviors that are pathways to delinquency.  
Funding Allocation and Source: \$\_\_\_\_/\_\_\_ \$\_\_\_\_/\_\_\_

*Diversion:* To provide services and/or informal sanctions to youth who have begun to engage in antisocial and low level delinquent behavior in an effort to prevent youth from continuing on a delinquent pathway.  
Funding Allocation and Source: \$42,490.00/Family Court \$\_\_\_\_/\_\_\_

*Detention/Detention Alternatives:* To insure the youth's presence at the next court hearing and to provide short-term (45-60 days) supervision sufficient to safely maintain appropriate youth in the community while awaiting the final disposition of their case.  
Funding Allocation and Source: \$\_\_\_\_/\_\_\_ \$\_\_\_\_/\_\_\_

*Disposition:* To provide the court with a range of options that match the supervision and service needs of youth in their communities in an effort to reduce recidivism.  
Funding Allocation and Source: \$\_\_\_\_/\_\_\_ \$\_\_\_\_/\_\_\_

*Re-entry:* To provide youth transitioning from a JJC residential or day program with additional support for successful reintegration into their communities in an effort to reduce recidivism.  
Funding Allocation and Source: \$\_\_\_\_/\_\_\_ \$\_\_\_\_/\_\_\_

**PROGRAM & PROGRAM DESCRIPTION**

Program Name or service to be requested (RFP'd): "Second Chance" Stationhouse Adjustment

Implementing Agency (if known): Robins' Nest

Program/Services Description (When providing the information below, please limit your description to how the allocated funds will be implemented, not the agency's full range of services.)

**Program Components/Services** (*The description must minimally include the program components and the referral source*): Stationhouse Adjustments is a family-focused program designed to address the immediate delinquency offense and also the underlying family issues that impact the youths' behaviors. Service components include comprehensive Strengths and Needs assessment of the youth and his/her family; supportive counseling for the youth and the family; planning with the youth and providing oversight of the implementation of a restorative justice project with input from the family and/or referral source; case management and linkages to formal and informal community resources which address the needs of the family and youth which were identified during sessions; and aftercare planning. Referrals come from three sources: police officers in Gloucester County, the Gloucester County Juvenile Conference Committees or the Gloucester County Intake Service Conference staff.

• **Target Population:** *Must reflect the Program Category selected above based on its Definition and Rationale. The description must include age, gender (admission criteria):* Gloucester County youth, both female and male, under age 18

• **Geographic area to be served:**  
Type:  Rural  Suburban  Tribal  Urban

• **Level of Service**  
Service Type: youth / slots  
Maximum number of youth/slots in program at any given time: 7  
Minimum number of unduplicated youth/slots served during contract period: 21  
Comments: \_\_\_\_\_

Service Type: \_\_\_\_\_  
Maximum number of \_\_\_\_\_ in program at any given time: \_\_\_\_\_  
Minimum number of unduplicated \_\_\_\_\_ served during contract period: \_\_\_\_\_  
Comments: \_\_\_\_\_

Service Type: \_\_\_\_\_  
Maximum number of \_\_\_\_\_ in program at any given time: \_\_\_\_\_  
Minimum number of unduplicated \_\_\_\_\_ served during contract period: \_\_\_\_\_  
Comments: \_\_\_\_\_

Service Type: \_\_\_\_\_  
Maximum number of \_\_\_\_\_ in program at any given time: \_\_\_\_\_  
Minimum number of unduplicated \_\_\_\_\_ served during contract period: \_\_\_\_\_  
Comments: \_\_\_\_\_

---

### **PROGRAM OUTCOME**

List the anticipated impact of this program/service. For example: Eighteen (90%) of the twenty youth involved in the program will not have a formal complaint signed against them for the time that they are in our program. If percentages are used, provide the number it represents. Also include one outcome that will address the need or service gap identified in the Comprehensive Plan.

Outcome #1: <u>70% of youth enrolled in the program will not have formal complaints signed against them while they are participating in the program</u>
Outcome #2: <u>50% of youth who successfully complete the program will remain complaint-free for a year after they are discharged</u>
Outcome #3: <u>80% of youth and families will follow up on appropriate referrals assessed while participating in the program</u>
Outcome #4: <u>80% of youth will demonstrate behavioral improvement at successful completion of the program</u>

**JUSTIFICATION**

(A) What specific data supports funding this program or service? In addition to the source of the data, describe how the problem/need will be addressed.

Stationhouse Adjustment has been prioritized by the Attorney General. A recent NJ publication reported on October 12, 2016, of the 697 juvenile defendants in NJ whose cases were moved to adult court since 2011, 469 were Black, 145 Hispanic and 76 were Caucasian. Also in Gloucester County, our minority youth account for 34% of the overall youth population in the County, however, minority youth, as of March 2016, in detention is roughly 85% based on recent local data.

(B) Was the provider sought through a Request for Proposal (RFP) or open competitive process for this funding application cycle?  No  Yes in 2014 for 2015-2017 RFP 014-045

(C) If this program or service was not sought through an RFP process or open competitive process, describe why:

(D) Complete this section if the implementing agency listed above was funded to provide this program or service at any time during the 2015-2017 comprehensive planning cycle.

i. Describe outcomes achieved in terms of the anticipated outcomes listed in the most recent, approved program profile:

2015 – 2016 Individual Outcomes Status

Outcome
70% of the youth enrolled in the program will not have formal complaints signed against them while they are enrolled in the program.
80% of the youth enrolled with the program will have measurable behavioral improvement.
50% of the youth who successfully completed the program will remain complaint-free for a year after they graduate.
80% of participating youth and families will follow up on appropriate referred services based on the assessment.

ii. Provide the date and results of the last monitoring: April 27, 2016 found all aspects were satisfactory. There was a successful follow-up visit on June 17<sup>th</sup> to complete the interview requirements.

Comments:

Recent reports also reveal Stationhouse Adjustment reduces reoffending and criminal justice cost, provides both victim and offender a platform of communication to express reasoning and concerns.

holds offenders accountable for their actions while diverting them away from the delinquency system and is an effective tool in addressing DMC. Case management offered through this program assists youth with resources in education, job training, social service, and recreational opportunities addressing underlined issues which may have led the youth offender to offend.

This program has a six [now ten] month waiting list. Due to contracting issues, we were unable to modify our budget to allow for additional service to Second Chance

**RESOLUTION AUTHORIZING CONTRACT MODIFICATION IN REGARD TO THE  
SFY 2017 SOCIAL SERVICES HOMELESS GRANT TO INCREASE FUNDING  
IN AN AMOUNT NOT TO EXCEED \$201,039.00 FOR THE GRANT  
PERIOD JULY 1, 2017 TO DECEMBER 31, 2017**

**WHEREAS**, the County authorized submission of a grant application and agreement with the NJ Department of Human Services, Division of Family Development for the SFY2017 Social Services for the Homeless Grant ("SSHG") in the amount of \$473,078.00 for the grant term July 1, 2016 to June 30, 2017; and

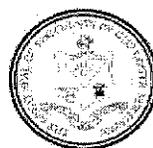
**WHEREAS**, increased funding is available which can be used to provide services to residents who are homeless or at-risk of homelessness and are ineligible for Work First New Jersey (GA) General Assistance, Temporary Assistance for Needy Families (TANF) or Social Security Income (SSI) Emergency Assistance; and

**WHEREAS**, the SFY 2017 Social Services for the Homeless Contract Modification will increase funding in an amount not to exceed \$201,039.00, which includes \$141,072.00 in State SSH funding; \$34,680.00 in TANF funding; and \$25,288.00 in State SSBG funding, for a total grant amount of \$674,117.00, and will extend the term of the grant to December 31, 2017.

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

1. 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 the SFY 2017 Social Services for the Homeless Contract Modification to increase grant funding in an amount not to exceed \$201,039.00 for the grant period July 1, 2017 to December 31, 2017, for a new total grant amount of \$674,117.00.
2. 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 Gloucester County Board of Chosen Freeholders held on Wednesday, June 21, 2017, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

G-4

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
CONTRACT MODIFICATION FORM

PL10  
ATTCH A

Provider Agency Name County of Gloucester Modification # 2  
 Fiscal-Year-End 06/30/2017 Contract Term 7/1/16 thru 6/30/17  
 Contract # SH17008 Cognizant Contract: Yes  No   
 Division(s) affected by the Modification Division of Family Development  
 • Date of most recently approved Contract Modification N/A  
 • Requested effective date for this Contract Modification July 1, 2017  
 Check applicable area(s) to be modified:

1.  Changes to the Reimbursable Ceiling: from \$473,078.00 to \$674,117.00.
2.  Increase in Total Cost: from \_\_\_\_\_ to \_\_\_\_\_.
3.  Change in the Contract Term: currently *from* 07/01/2016 to 6/30/2017 to the revised term 07/01/2016 to 12/31/2017.
4.  Change exceeding the Flexible Limits.
5.  Transfer of budgeted cost across DHS Contract or Clusters.
6.  Transfer of Federal and/or other revenue across DHS Contracts or Clusters.
7.  Change to the method of allocating G&A, the indirect cost rate and/or its application.
8.  Addition or deletion of an entire Budget category (A through M individually).
9.  Addition of Line Items within Budget Category (B) Consultants and Professional Services.
10.  Equipment not in approved budget above \$5, 000 per item.
11.  Change in payment methodology.
12.  Change in the payment rate (s).
13.  Change in target population.
14.  Change in contracted performance standards.
15.  Change in contracted level of service.
16.  Change in contracted staff/client ratios.
17.  Change of Subcontractors providing direct services or change to subcontracted direct services.

Please attach an explanation

This form, its attachments and/or revised section(s) of the programmatic Annex and/or the revised itemized Annex B budget or Rate Information Summary, constitute this entire Contract Modification. The persons whose signatures appear below agree to this Contract Modification.

BY: _____ (Signature) <u>Robert M. Damminger</u> (type name)	BY: _____ (Signature) _____ (type name)
Title <u>Freeholder Director</u>	Title _____
Provider _____	Departmental _____
Agency: <u>G.C. Board Of Chosen Freeholders</u>	Component: <u>DHS/DFD</u>
Date: _____	Date: _____

DATE EFFECTIVE \_\_\_\_\_ (To be completed by the Department)



15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 12,825.00

TOTAL OTHER EXPENSES (b): \$ 128,247.00

TOTAL FRINGE (c): \$ 7,777.00

TOTAL PROGRAM COST (d): \$ 148,849.07

TOTAL GRANT FUNDING (e): \$ 141,072.00

TOTAL COUNTY FUNDING (f): \$ 7,777.00

DEPT. HEAD: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\*\*\*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: 06/18/2017

1. GRANT TITLE: SFY 2017 S. S. FOR THE HOMELESS-STATE MOD
  2. DEPARTMENT: HUMAN SERVICES -NJDFD
  3. FUNDING AGENCY CONTACT PERSON: Jennie Goodman
  4. FUNDING AGENCY PHONE NUMBER: 609-588-6287
  5. GRANT AMOUNT: \$ 141,072.00
  6. A. CASH MATCH AMOUNT: \$ \_\_\_\_\_  
(Attach mandated documentation)
  - B. IN-KIND MATCH: \$ \_\_\_\_\_
  - C. MODIFICATION AMOUNT: \$ \_\_\_\_\_
  - D. NEW TOTAL: \$ 141,072.00
  8. CONTRACT PERIOD: FROM: 07/01/2017 TO: 12/31/2017
  9. HOW DOES COUNTY RECEIVE PAYMENT?:  
MONTHLY: \_\_\_\_\_  
QUARTERLY: X \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
ADVANCE: \_\_\_\_\_  
OTHER (EXPLAIN): \_\_\_\_\_
  10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_ NO \_\_\_  
ARE THEY MONTHLY \_\_\_ QUARTERLY X END OF CONTRACT \_\_\_  
LIST DATES REPORTS ARE DUE: 10/01/17, 01/01/18
-

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide shelter, emergency food, prevention, case management, and 24 hour response to homeless and at risk of homelessness, low income residents that are ineligible for general assistance  
\_\_\_\_\_  
\_\_\_\_\_

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES \_\_\_\_\_ NO  X

DEPARTMENT HEAD: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\*\*\*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:**

**Grant Title:**

**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

2017 Fringe is 60.64% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Calvin Mc Farland Jr	Senior Prg Analyst	\$ 12,825	60.64%	\$ 7,777.08	\$ 12,825.00	\$ 20,602.08
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.64%	\$ -	\$ -	\$ -
		\$ 12,825	\$ 7,777	\$ 12,825	\$ 7,777	\$ 20,602
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
299	\$ 128,247.00	\$ -	\$ 128,247.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 128,247.00	\$ -	\$ 128,247.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 141,072.00	\$ 7,777	\$ 148,849.08
	(e)	(f)	(d)

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 12,825.00	\$ 13,435.00	\$ 13,435.00	\$ 13,435.00	\$ 13,435.00
OE	\$ 128,247.00	\$ 268,708.00	\$ 268,708.00	\$ 268,708.00	\$ 268,708.00
	\$ 141,072.00	\$ 282,143.00	\$ 282,143.00	\$ 282,143.00	\$ 282,143.00

**2017 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

**2017 Budget**

**SFY 2017 Social Services for the Homeless Modification**

**These funds are used to provide services to residents who are ineligible for  
Work First New Jersey ((GA) General Assistance, (TANF) Temporary Assistance  
for Needy Families or (SSI) Social Security Income) Emergency Assistance.**

**(STATE FUNDS)**

101	Salaries & Wages	\$12,825.00
299	Outside Services Provides Emergency Food, Emergency Shelter Case Management, Prevention and 24 Hour Response services.	\$128,247.00

**Form C-2**

**Department** \_\_\_\_\_

**Department Code** \_\_\_\_\_  
**Submission Date** \_\_\_\_\_  
**Revision Date** \_\_\_\_\_

# Gloucester County

## Social Services for the Homeless

Modification  
7/1/2017 thru 12/31/2017

	Client Services	Admin	Total
State SSH	\$128,247	\$12,825	\$141,072
TANF	\$31,527	\$3,153	\$34,680
State SSBG	\$22,989	\$2,299	\$25,288
<b>Total</b>	<b>\$182,763</b>	<b>\$18,276</b>	<b><u>\$201,039</u></b>

Contract Number	SH17008
Contract Effective Date	7/1/2017
Contract Expiration Date	12/31/2017
Duns Number	957 362 247
Agency Vendor Number	21-6000660 18
FEIN	1216000928C3
Federal Funding	Department of Health and Human Services, Administration for Children and Families, under the Temporary Assistance for Needy Families (TANF) program.
Amount of Federal Funding	\$34,680
Federal Award Date	4/1/2017
Total Monies this Action	\$98,993,980
Cumulative Award	\$305,062,672
CFDA	93.558
Grant Number	1701 NJTANF
R & D Included in Award	No
Indirect Cost Rate	20%

**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 Prevention Services Grant; and

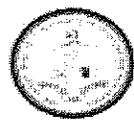
**WHEREAS**, the grant will provide state funding in the total amount of \$300,000.00 to prevent abuse and neglect and provide in-home family prevention services to eligible Gloucester County families, from July 1, 2017 to June 30, 2018; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Division of Human & Disability Services 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.

**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 any and all documents relative to the application and 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 a total amount of \$300,000.00, 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 21, 2017 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**GRANT REQUEST FORM**

6-5

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 (CRG)  
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
<b>Total Program Cost</b>	\$ 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.

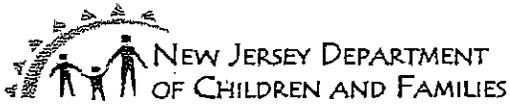
**Form C-2**

**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

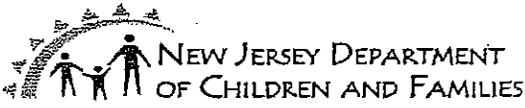
Account and CFDA Information	Amt
1630-024 (Non-CFDA Acct)	\$300,000.00
<b>Grand Total</b>	<b>\$300,000.00</b>

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

<b>Original Contract Ceiling</b>
\$300,000.00

<b>Contract Modifications</b>	
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>

<b>Total Contract Ceiling</b>
\$300,000.00

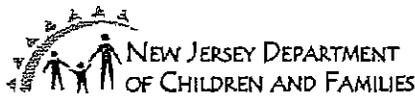
<b>Total Match Amount</b>
\$0.00

<b>Amended Contract Ceiling *</b>
\$300,000.00

<b>Payments by Month</b>	
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
<b>Grand Total</b>	<b>\$300,000.00</b>

<b>Payments by State Fiscal Year *</b>	
2018 1630-024	\$300,000.00
<b>Grand Total</b>	<b>\$300,000.00</b>

\* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



Component  
**I**  
 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. If new or renewal leave blank.	Jul	17	\$25,000.00
	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, 1<sup>ST</sup> 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](http://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](http://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](http://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](http://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](http://www.nj.gov/treasury/contract_compliance).

#### **Proof of Insurance**

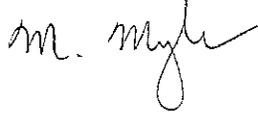
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its 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.

---

**Robert M. Damminger**  
Freeholder Director

\_\_\_\_\_  
**Agency**  
**Gloucester County Board of**  
**Chosen Freeholders**

\_\_\_\_\_  
**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/](http://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. Damming  
(Type)

TITLE: Freeholder Director  
(Type)

PROVIDER AGENCY: Gloucester County HSAC

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

BY: \_\_\_\_\_  
(Signature)

Juanita Byrd  
(Type)

TITLE: Business Manager / SBO  
(Type)

DEPARTMENTAL COMPONENT: DCF

DATE: \_\_\_\_\_

Annex A  
PROGRAM NAME AND SERVICE DELIVERY INFORMATION  
Section 2.1

<b>Agency Name</b>	Gloucester County D.H.S./HSAC				<b>Component Ceiling</b>	\$300,000.00	
<b>Contract Number</b>	18YTHP	<b>CMS Record #</b>	1	<b>Contract Period</b>	7/1/17-6/30/18		
<b>Program Name</b>	Prevention Planning-SEC						
<b>Service Category</b>	Planning/Management and Infrastructure (H)						
<b>Service Type</b>	Social Service Planning (1)						
<b>Sub-Service Type</b>	Resource Development (b)						
<b>Geographic Area Served (Statewide, County, etc.)</b>	Gloucester County						
<b>Targeted Age Group From:</b>	0	Thru	99	<b>Targeted Gender</b>	Both	<b>Target Population</b>	Families
<b>Language(s) Spoken</b>	English and Spanish						
<b>Site Address (Primary Site, if multiple)</b>	P.O. Box 337			<b>Access to Public Transportation?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
<b>City, State, Zip</b>	Woodbury, NJ 08096			<b>Site Phone</b>	856-384-6870		
<b>Referral Contact (RC)</b>	Kate Read (Robin's Nest)			<b>RC Phone</b>	856-881-8689		
<b>Referral Contact E-Mail</b>	kread@robinsnestinc.org			<b>RC Fax</b>	856-881-5508		
<b>Program Director</b>	Niurca Louis						
<b>Program Director Phone</b>	856-881-8689 ext. 109			<b>Program Director Fax</b>	856-881-8689		
<b>Program Director E-Mail</b>	nlouis@robinsnestinc.org						
<b>NJ SPIRIT Resource ID #</b>	11602795			<b>Medicaid Provider #</b>			
<b>Payment Type</b>	Schedule of Estimated Claims	<b>Rate (if applicable)</b>	N/A		<b>Unit Type</b>	Individual Families Serve	
<b>Contract Administrator (CA)</b>	Magdalena Myles			<b>CA Phone</b>	856-772-1549 x1029		
<b>Contract Administrator E-Mail</b>	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

General Contract Information			
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
Referral Contact Information			
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 Information			
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		

Hours of Operation		
Services are available as follows (designate times below):		
	<b>From</b>	<b>To</b>
Sunday	Closed	Closed
Monday	9:00 am	5:00 pm
Tuesday	9:00 am	5:00 pm
Wednesday	9:00 am	5:00 pm
Thursday	9:00 am	5:00 pm
Friday	9:00 am	5:00 pm
Saturday	Closed	Closed

Holiday Schedule	
Services are <u>not</u> available on the following occasions:	
<b>Dates</b>	<b>Occasion</b>
September 4	Labor Day
November 23	Thanksgiving
December 25	Christmas
January 1	New Years Day
May 28	Memorial Day

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
<b>Additional Site 1 Information</b>			
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 #			
<b>Additional Site 2 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 3 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 4 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
<b>Additional Site 5 Information</b>			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			

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
<p>Families will increase parenting skills.</p>	<p>Parents will demonstrate adequate parenting patterns such as age-appropriate expectations and non-harmful disciplinary practices.</p>	<p>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.</p>	<p>0% of families will demonstrate stability/self-sufficiency with parenting skills issues as evidenced by improvement in parenting skills and knowledge.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office</p>



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 checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	Niurca Luis	9:00	5:00	4.8%	B.A.	<p>Administrative oversight of Family Success Centers and prevention programs. Supervises the prg. supr.</p> <p>Direct oversight and implementation of Gloucester Prevention Program. Supervises center staff, including the prevention case manager.</p> <p>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.</p>
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Supervisor	Kate Read	Flexible	Flexible	67%	B.A.	

<input 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**

<b>Program/Component Name:</b>	Prevention Planning Services
<b>Service Type:</b>	Case Management
<b>Description of Unit Measurement:</b>	Families Serviced
<b>Number of Contracted Slots/Units:</b>	102
<b>Number of Annualized Units:</b>	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
	<b>ANNUAL TOTALS</b>	<b>365</b>	<b>102</b>

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  
7<sup>th</sup> Floor, PO 975  
Trenton, NJ 08625  
ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-3931

2. DCF Business Manager

4 Echelon Plaza, 1<sup>st</sup> 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").

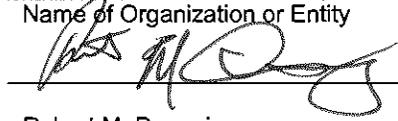
The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

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:   
Print Name: Robert M. Damminger

Title: Freeholder Director  
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. Damminger

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

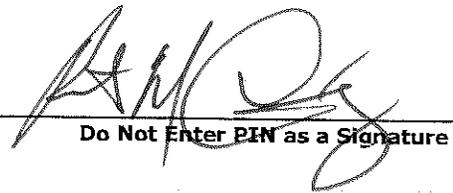
Delete Entry

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

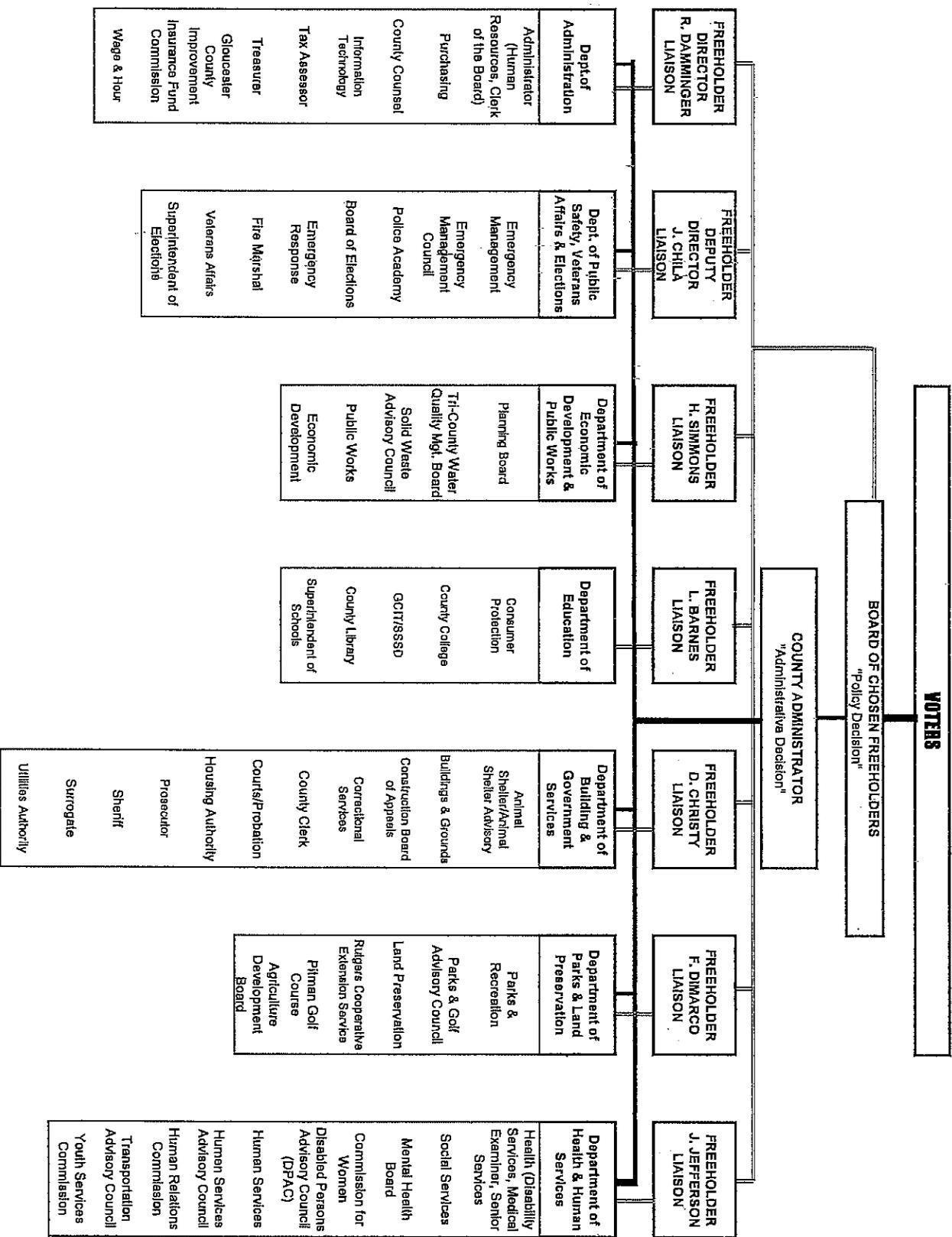
Date: \_\_\_\_\_

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](http://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 poli(c)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).

<b>PRODUCER</b> Conner Strong & Bucklew MELJIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053	<b>CONTACT NAME:</b> CEL Underwriting Service Center <b>PHONE (A/C, No Ext):</b> _____ <b>FAX (A/C, No Ext):</b> (856) 685-2230 <b>EMAIL ADDRESS:</b> NJCertRequest@connerstrong.com												
	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburgh, P</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</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: National Union Fire Insurance Company of Pittsburgh, P		INSURER B:		INSURER C:		INSURER D:		INSURER E:
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: National Union Fire Insurance Company of Pittsburgh, P													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
<b>INSURED</b> County of Gloucester 2 South Broad Street Woodbury, NJ 08096													

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

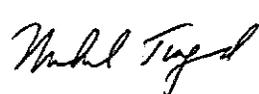
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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	\$
	<b>AUTOMOBILE LIABILITY</b> <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						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below						WC STATU TORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
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.

<b>CERTIFICATE HOLDER</b> Department of Children & Families Southern Business Office - CN#720 4 Echelon Plaza 1st Floor 201 Laurel Road Voorhees, NJ 08043	<b>CANCELLATION</b> 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).

<b>PRODUCER</b> Conner Strong & Buckelew MEL/JIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053	<b>CONTACT NAME:</b> CEL Underwriting Service Center <b>PHONE (A/C, No Ext):</b> _____ <b>FAX (A/C, No Ext):</b> (856) 685-2230 <b>EMAIL ADDRESS:</b> 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:													
<b>INSURED</b> 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	<b>COMMERCIAL GENERAL LIABILITY</b> <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.	\$
							COMBINED SINGLE LIMIT (EA accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <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	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under <input type="checkbox"/> DESCRIPTION OF OPERATIONS below	N/A					WC STATU TORY LIMITS	OTHER
							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](#)

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

⚠ SAM.gov will be down for scheduled maintenance Saturday, 05/06/2017, from 6:00 AM to 10:00 PM (EDT).

# Entity Dashboard

- Entity Registration
  - Core Data
  - Exclusions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

[RETURN TO SEARCH](#)



## 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](#)