

AGENDA

6:00 p.m. Tuesday, November 20, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from November 7, 2018.

PROCLAMATIONS

P-1 Proclamation celebrating Astro Sign Company on its 35th anniversary in business. (Simmons)
To be Presented

P-2 Proclamation recognizing Woodbury City Police Chief Ryan for being selected by the International Association of Chiefs of Police, to receive the award for 40 under 40 (Jefferson)
To be Presented

P-3 Proclamation recognizing John A. DiAngelo Garden State Council, Boy Scouts of America 2018 GC Distinguished Citizen of the Year Award (Chila) (previously presented)

P-4 Proclamation recognizing Eshia "Jake" Jacob for 30 years of Service to Borough of Woodbury Heights (Chila) (previously presented)

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LOAN REVENUE BONDS (ROWAN UNIVERSITY ACADEMIC BUILDING PROJECT), SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ORDER TO FINANCE THE CONSTRUCTION OF NEW FACILITIES AND RENOVATION OF EXISTING FACILITIES FOR ROWAN UNIVERSITY LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This ordinance provides for the guaranty of certain bonds to be issued by The Gloucester County Improvement Authority in an amount not to exceed \$62,000,000. The proceeds of the bonds will be loaned to Rowan University for the construction of a new academic building and the renovation of other existing facilities. To the extent that Rowan is unable to make a payment to the Authority in an amount sufficient to pay the debt service on the bonds, the County would be obligated to levy ad valorem taxes on all taxable property to provide for such debt service. This Ordinance was introduced at the October 17, 2018 Freeholder meeting.

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 AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER, 2018.

The Treasurer of Gloucester County submits the bill list for November 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-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- COMPREHENSIVE TRAFFIC SAFETY PROGRAM - \$53,450.00 - This grant provides funding to provide training, the purchase of safety and police supplies and educational materials. This allows the GC Highway Safety Taskforce to increase public awareness of the significant safety problems confronting our residents through education, communication and training.

- ROUTE 55 AND DEPTFORD CENTER ROAD PROJECT - \$350,000.00 - These funds are to be used for the design of road improvements at Route 55 and Deptford Center Road in Deptford Township.
- PAULSBORO MARINE TERMINAL SPINE ROAD MODIFICATION - 493,926.00 - These funds are to be used for the grading, paving and striping of the Paulsboro Marine Terminal Spine Road. This is the second award for this project. The first \$2,000,000 was awarded in August.

A-3 RESOLUTION AUTHORIZING 2018 BUDGET TRANSFERS.

This Resolution is needed to transfer funds from department to department where needed.

A-4 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.

Certain checks of the County were issued in the past to various payees in various amounts and were never cashed. The County Chief Financial Officer has requested authorization to cancel said checks and transfer the associated funds into surplus.

A-5 RESOLUTION ACKNOWLEDGING AND DESIGNATING KIMBERLY LARTER AS QPA FOR THE COUNTY.

The current Qualified Purchasing Agent ("QPA") for the County will retire on November 30, 2018. This Resolution will acknowledge the QPA certification of Kimberly Larter and designate her as the County QPA for a three (3) year period from December 1, 2018 to November 30, 2021.

A-6 RESOLUTION AUTHORIZING AN INCREASE IN THE PURCHASE AMOUNT FOR COMPUTER RELATED EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT BY AN AMOUNT NOT TO EXCEED \$280,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$530,000.00 THROUGH DECEMBER 31, 2018.

This Resolution authorizes an increase with Dell-SLG Sales by an amount not to exceed \$280,000.00, for a new amount not to exceed \$530,000.00 for the purchase of additional computer equipment including Hardware, PC Replacements, Printers and Operating Systems through State Contract A89967 through December 31, 2018.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WESTVILLE.

The Borough of Westville is designating the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services. The Borough of Westville is entering into a Shared Services Agreement and a Vehicle and Equipment Lease Agreement, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services.

B-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GRAYBAR ELECTRIC COMPANY, INC., FOR A TOTAL AMOUNT OF \$30,599.79.

Resolution authorizing the purchase of thirty-nine (39) telecoders model TCWL-2F or equal, two channel audio recorder with LAN and USB access for the County Fire Departments to record ground radio, for a total amount of \$30,599.79. The Purchasing Department submitted a bid request PD-018-066 and it is recommended that the contract be awarded to Graybar Electric Company, Inc. C.A.F. #18-09537 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING SUBMISSION OF THE 2018 WORKFORCE DEVELOPMENT BOARD RECERTIFICATION APPLICATION TO THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION.

This Resolution is regarding the submission of the 2018 Workforce Development Board Recertification Application to the NJ State Employment and Training Commission. The SETC will determine that the local WDB is in compliance with all federal and state requirements. The Workforce Innovation and Opportunity Act, 2014, mandates all elements being reviewed. This review process occurs every two years. This WDB recertification is being done statewide. The formal application with signatures is due to SETC by December 1, 2018.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH FIRST QUALITY, INC., T/A COTTMAN TRANSMISSION IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR FROM DECEMBER 3, 2018 TO DECEMBER 2, 2020.

This Resolution authorizes the award of a contract to First Quality, Inc. T/A Cottman Transmission for transmission overhauls on automobiles and trucks as per PD-18-064, from December 3, 2018 to December 2, 2020, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year terms, in an amount not to exceed \$25,000.00 per year.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER #02 (INCREASE) TO CONTRACT WITH JPC GROUP, INC.

This Resolution will authorize Change Order #02 to increase the contract with JPC Group, Inc. by \$244,014.01, resulting in a new contract amount of \$2,451,829.46, for the local bridge rehabilitation project at seven (7) locations throughout Gloucester County, known as Engineering Project #16-06. This increase is necessary for various increases, decreases and supplemental items based on field conditions and as-built quantities. CAF #17-08282 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ACCOUNT OF RONALD BOWER.

Resolution authorizing the execution of any and all documents related to the release of funds to the Gloucester County Animal Shelter from the account of Ronald Bower. The Gloucester County Animal Shelter is a beneficiary, named under a transfer of death, to the account of Ronald Bower. The Gloucester County Animal will receive 80% of the monies in the account, approximately \$18,400.00, upon taking part ownership of the account.

F-2 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF CHILDREN AND FAMILIES FOR THE CHILD ADVOCACY DEVELOPMENT GRANT FOR \$262,883.00 FROM THE DATE OF AWARD TO JUNE 30, 2019.

This Resolution will authorize the application and resulting grant agreement with the NJ Department of Children and Families for grants funds to be used by the Prosecutor's office to renovate the second floor of the CAD building. These funds will also extend the lease on the first floor as well as pay for the lease on the second floor. The second floor will be used as office space for detectives and Assistant Prosecutors. This will allow them to be on site to assist victims and their families.

F-3 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE FFY 2018 OPERATION HELPING HAND GRANT FOR \$58,824.00 FOR GRANT TERM SEPTEMBER 1, 2018 TO AUGUST 31, 2019.

This Resolution will authorize the grant application and resulting grant agreement with the NJ Department of Children and Families to obtain funds disbursed by the Office of the Attorney General, to be utilized to bolster local capabilities of law enforcement and public/private partners, to identify and better engage and assist "at-risk/special needs" individuals, including those challenged by homelessness, addiction and mental health. Key goals are to better navigate existing systems, maximizing ROI and reducing recidivist behaviors which lead to significant allocation of public resources, *i.e.* arrests, court, incarcerations, emergency room visits, EMS and Narcan deployments, and overdose deaths.

F-4 RESOLUTION APPROVING THE FIVE-YEAR CAPITAL PLAN SUBMITTED BY THE GLOUCESTER COUNTY SHERIFF IN ACCORDANCE WITH P. L. 2001, CHAPTER 370.

This Resolution approves the five-year capital plan submitted by the Gloucester County Sheriff pursuant to the laws of P.L. 2001, Chapter 370. The Sheriff's Office is responsible for the processing and administration of foreclosures, service and execution of court process, the execution and satisfaction of liens and judgments, and certain law enforcement responsibilities. The plan covers the use of statutorily mandated fees received by the Sheriff's Office for the services performed pursuant to law, including processing, filing or recording of various documents. The revenues received are to be expended solely for improving the recording and other functions of this office.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$550,000.00.

This Resolution authorizes a contract with Auletto Caterers for the furnishing of meals for the elderly under the Gloucester County Nutrition Program, and other unspecified projects as per PD-18-060, from January 1, 2019 to December 31, 2019 for an amount not to exceed \$550,000.00. The County has the option to extend this Agreement for one (1) two year period or two (2) one year periods. The Contract is for estimated units of service and is therefore open-ended, establishing only individual costs per meal.

G-2 RESOLUTION AMENDING A CONTRACT WITH JOHN A. ALICE, ESQUIRE TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$15,000.00.

This Resolution authorizes a Contract amendment with John A. Alice, Enquire, in an amount not to exceed \$15,000.00, resulting in a new Contract amount not to exceed \$32,000.00 for the period September 1, 2018 to December 31, 2018. This increase is for the provision of additional legal services on behalf of the Division of Social Services.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, November 7, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy		X
Freeholder DiMarco	X	
Freeholder Jefferson		X
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from October 17, 2018.

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

Comments:N/A

PROCLAMATIONS

51452 Proclamation in Recognition and Honor of Andy Lovell on receiving the 2018 Outstanding Directors Awards at the Nineteenth Annual New Jersey EMS Award Program. (To be presented) Chila

51453 Proclamation in Recognition and Honor of Mike Nahas on receiving the 2018 Outstanding EMS Safety Award at the Nineteenth Annual New Jersey EMS Award Program. (To be presented) Chila

51454 Proclamation in recognition of Andrew C. George for Achieving the Rank of Eagle Scout. (Previously Presented) Chila

51455 Proclamation in honor of John R. Banschler 2018 Distinguished Service to Agriculture. (Previously Presented) DiMarco

51456 Proclamation in honor of the Staff of the USDA Service Center for Salem/Gloucester 2018 Special Service to Agriculture. (Previously Presented) DiMarco

51457 Proclamation celebrating Cetti & Connell, Inc. on its 60th Anniversary in Business 1958-2018 (Previously Presented) Simmons

PUBLIC HEARING

51458 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN FOR THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY (GCIA) AS TO A PHASE IX DEVELOPMENT LATERAL EXPANSION AT THE GLOUCESTER COUNTY SOLID WASTE COMPLEX, SOUTH HARRISON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY.

This resolution is for the Phase IX Development Lateral Expansion to the Gloucester County Solid Waste Complex Plan Amendment (Amendment) to obtain a permit for the lateral expansion of the present 164.2 acre permitted solid waste landfill ("the Landfill") on a 574.75-acre site known as Block 9, Lot 1, located in 493 Monroeville Road, South Harrison Township, New Jersey. This Amendment will allow for expansion in the southern portion of the approved Landfill, and modification and relocation of previously approved Phase VIII Cells in the northern portion of the Landfill (two former Cells comprising 25.7 acres). The proposed Phase IX Development Lateral Expansion includes Cells 16, 17, 18 in the southern portion (32.1 acres), and Cells 19, 20 and 21 in the northern portion (39 acres). The proposed total Phase IX Development Lateral Expansion is 71.1 acres of which 25.7 acres was already approved in Phase VIII. On February 28, 2018, the Gloucester County Solid Waste Advisory Committee voted to recommend approval of the application permitting implementation of the Phase IX Development Lateral Expansion after consideration and findings of Plan consistency.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

MOTION TO ADOPT

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

Comments: N/A

PUBLIC HEARING

51459 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS TO THE INCLUSION OF ROSEY'S TANK CLEANING LLC , BLOCK 486, LOT 39, DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN.

This resolution is to approve an amendment to the Gloucester County Solid Waste Management Plan to amend the Plan to include the Rosey's Tank Cleaning, LLC facility, located at 1940 Harris Drive, Deptford, New Jersey 08096 (Block 486, Lot 39), into the Gloucester County Solid Waste Management Plan. Rosey's Tank Cleaning, LLC proposes to collect and process wastewater generated from the cleaning of conveyor pits and water reclamation pits at offsite car wash facilities. On February 28, 2018, the Gloucester County Solid Waste Advisory Committee voted to recommend approval of the application to permit inclusion of the Rosey's Tank Service, LLC into the Plan after consideration of the evaluation criteria set forth in section 2.0 of the Plan and found the application to positively meet each of the criteria.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

MOTION TO ADOPT

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

Comments: N/A

PUBLIC HEARING

51460 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS TO THE INCLUSION OF COMPUCOM SYSTEMS, INC., BLOCK 346.10, LOT 1, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY.

This resolution is to approve an amendment to the Gloucester County Solid Waste Management Plan to include CompuCom Systems, Inc. in the Plan. CompuCom Systems, Inc. proposes to operate a Class D recycling center for electronics recycling at the existing facility (Block 346.10, Lot 1), which is already a limited use exempt electronics facility pursuant to N.J.A.C. 7:26A-1.4(a)15. The proposal is to receive, store, process, and transfer source-separated electronic materials. The operation will be completely indoors and require no outdoor storage of materials. On April 5, 2018, the Gloucester County Solid Waste Advisory Committee voted to recommend approval of the application to permit inclusion of CompuCom Systems, Inc. into the Plan as a Class D Recycling Center.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

MOTION TO ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

MOTION TO CONSENT AGENDA

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

Comments: N/A

MOTION TO PRESENT AND ACCEPT CONSENT AGENDA

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

51461 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

51462 RESOLUTION AUTHORIZING ONE YEAR EXTENSION OF CONTRACT WITH RIVER BEACH, LLC FROM DECEMBER 2, 2018 TO DECEMBER 1, 2019 IN AN AMOUNT NOT TO EXCEED \$46,800.00.

51463 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

51464 RESOLUTION REAPPOINTING A MEMBER TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.

51465 RESOLUTION RENEWING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR GUIDANCE AND ASSISTANCE AS TO FISCAL AND FINANCIAL MATTERS.

51466 RESOLUTION DISCLAIMING REAL ESTATE BEQUEATHED TO THE COUNTY KNOWN AS BLOCK 6, LOT 5 IN WOOLWICH TOWNSHIP.

51467 RESOLUTION AUTHORIZING A CONTRACT WITH PROPERTY REGISTRATION CHAMPIONS, LLC D/B/A PROCHAMPS FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019.

51468 RESOLUTION AUTHORIZING THE PURCHASE OF PREMIUM MAINTENANCE RENEWAL SERVICES AND APPLICABLE SUBSCRIPTIONS FROM OPTIV SECURITY, INC. FOR \$50,748.62 THROUGH STATE CONTRACT FROM NOVEMBER 22, 2018 TO JANUARY 21, 2020

51469 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH MERCURY CONSULTING GROUP, LLC TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$18,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$108,000.00 THROUGH JANUARY 18, 2019.

51470 RESOLUTION APPROVING MODIFICATIONS TO THE HUMAN RESOURCES MANUAL AND AMENDING ADMINISTRATIVE CODE SECTION PER-6.

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

51471 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, FOR \$50,866.68.

51472 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CLEAN AIR COMPANY, INC. TO INCREASE THE CONTRACT AMOUNT BY \$7,703.63.

51473 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR THE PURCHASE OF MEDICAL SUPPLIES AND PRODUCTS FOR EMS, AS PER BID PD-018-056, FROM NOVEMBER 7, 2018 TO NOVEMBER 6, 2019.

51474 RESOLUTION AUTHORIZING A PURCHASE AND INSTALLATION FROM STARLITE FOR VIDEO EQUIPMENT FOR THE OFFICE OF EMERGENCY RESPONSE FROM GSA SCHEDULE 58-1 GSA#GS-03F-0019W, FOR A TOTAL CONTRACT AMOUNT OF \$25,830.83.

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

51475 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES FROM JULY 1, 2018 TO JUNE 30, 2019 FOR \$3,489,826.00.

51476 RESOLUTION SUPPORTING THE CIRCUIT TRAILS COALITION IN ITS EFFORTS TO COMPLETE 180 NEW MILES OF TRAILS IN THE GREATER PHILADELPHIA REGION BY 2025.

51477 RESOLUTION CONCURRING WITH WASHINGTON TOWNSHIP RESOLUTION NO. 192-2018 REGARDING INSTALLATION OF A NEW JERSEY TRANSIT BUS SHELTER AT THE CORNER OF FRIES MILL ROAD (CR 655) AND WHITE BIRCH DRIVE.

51478 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ZONE STRIPING, INC.

51479 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

51480 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT OF \$1,000.00 TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF CATHERINE E. WHITTAKER.

51481 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT OF \$10,000.00 TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF MARGARET M. FLAKE.

51482 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO CORE MECHANICAL, INC. IN THE AMOUNT OF \$33,449.49.

51483 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO PATRIOT ROOFING, INC. IN THE AMOUNT OF \$355,000.00.

51484 RESOLUTION AUTHORIZING APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/FORENSIC NURSE EXAMINERS GRANT IN THE AMOUNT OF \$85,999.00, WITH AN IN-KIND MATCH OF \$21,500.00, FOR A TOTAL PROGRAM AMOUNT OF \$107,499.00 FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019.

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

51485 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH PROACT, INC. FROM NOVEMBER 15, 2018 TO NOVEMBER 14, 2020.

51486 RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE COUNTY o/b/o THE COUNTY COMMISSIONS FOR WOMEN AND ROWAN COLLEGE AT GLOUCESTER COUNTY.

51487 RESOLUTION AUTHORIZING THE FY2020 MUNICIPAL ALLIANCE PREVENTION PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00 FROM JULY 1, 2019 TO JUNE 30, 2020.

51488 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH VARIOUS AGENCIES PROVIDING REHABILITATION, RECOVERY AND TREATMENT SUPPORT SERVICES.

51489 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:52 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING
ASTRO SIGN COMPANY
ON ITS 35th ANNIVERSARY IN BUSINESS
1983-2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Astro Sign Company on its 35th anniversary in business; and

WHEREAS, Astro, Inc. was founded initially in 1967 by local entrepreneur, Rip Turner. Jerry and Joann Painter purchased the company in 1983 and re-established it as Astro Outdoor Advertising, Inc. At that time, Astro specialized in highway advertising and the rental and maintenance of unique, smaller outdoor displays, building all of their billboards and signs the old-fashioned way with hand-painted wood. The Painters enlisted their sons Chris and Doug, and eventually the youngest, Jason, to join the family business; and

WHEREAS, as the years passed and the business thrived, Astro expanded its advertising coverage and began making signs for all kinds of different applications- doing business as Astro Sign Company. The business has since moved into its third generation of Painters, with a work ethic throughout the entire family that has made Astro a successful and well-known Gloucester County company; and

WHEREAS, Chris, Doug and Jason Painter have kept the family business running by insisting on excellent customer service and by maintaining a focus on quality, building upon the foundation established through the values passed down from their parents. Astro Sign Company strives to give back to the community it serves by providing in-kind sponsorships to large-scale events in downtown Glassboro, and supporting the endeavors of organizations such as the Glassboro Historical Society, Gloucester County Chamber of Commerce and the Gloucester County Boys and Girls Club.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 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 Astro Sign Company on its 35th anniversary in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of November 2018.

[Signature of Giuseppe (Joe) Chila]

Giuseppe (Joe) Chila
Freeholder Deputy Director

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

[Signature of Daniel Christy]

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST: [Signature of Laurie J. Burns]
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders Proclamation

~RECOGNIZING~

CHIEF THOMAS RYAN
WOODBURY CITY POLICE DEPARTMENT
GLOUCESTER COUNTY
2018

WHEREAS, Chief Thomas Ryan received the "40 under 40 Award", given by the International Association of Chiefs of Police (IACP) at a ceremony in Orlando, Florida on October 6, 2018; and

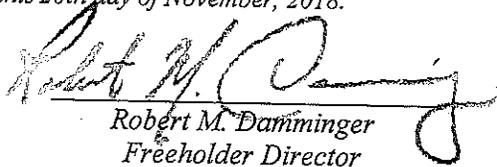
WHEREAS, the IACP is the world's largest and most influential professional association for police leaders. The "40 under 40 Award" program is designed to recognize 40 law enforcement professionals under the age of 40 from around the world that demonstrate leadership and exemplify commitment to their profession; and

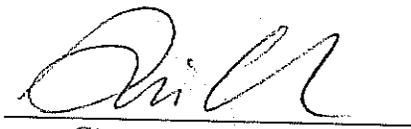
WHEREAS, Chief Ryan was selected by the IACP because of his leadership and dedication to improve community-police relations in Woodbury, NJ. Under Chief Ryan's command, the Woodbury Police Department created the Addictions Resource Table, a program that links an officer to an individual to find treatment for substance abuse. Chief Ryan also facilitated the Autism/Development Disability Registry that catalogs pertinent information crucial to a missing person situation, such as description, routine and special needs. Chief Ryan has also created a very successful chaplain program for the Woodbury Police Department, further solidifying the relationship between officers and the community; and

WHEREAS, Chief Ryan exemplifies the true meaning of community service as a member of various boards and committees, including the Gloucester County Addictions Task Force, Gloucester County Mental Health Board and the Diversity Recruiting Committee and Veterans' Initiative Board.

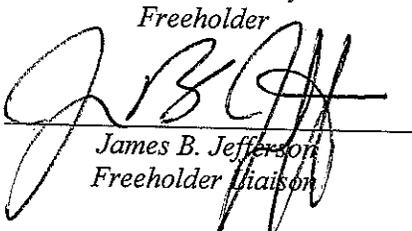
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons, do hereby recognize and congratulate Chief Thomas Ryan as a recipient of the "40 under 40 Award" by the International Association of Chiefs of Police and his dedication to protect and serve the citizens of Gloucester County.

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 20th day of November, 2018.


Robert M. Damming
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder Liaison

Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Attest:

Laurie J. Burns, Clerk of the Board

RECOGNIZING
John A. DiAngelo
GARDEN STATE COUNCIL, BOY SCOUTS OF AMERICA
2018 GLOUCESTER COUNTY DISTINGUISHED CITIZEN OF THE YEAR AWARD

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to honor and recognize John A. DiAngelo as the recipient 2018 Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year Award; and

WHEREAS, the Boys Scouts of America (BSA) is one of the Nation's largest and most prominent youth development organizations. The BSA provides a program for young people that builds character and trains them in the responsibilities of participating citizenship and develops personal fitness. It shapes our young people into valued citizens, many of whom have become outstanding and influential members of our County and Nation; and

WHEREAS, John A. DiAngelo is the President and CEO Inspira Health Network and has earned respect and admiration of his colleagues throughout Gloucester County and South Jersey. He is known for his exceptional leadership and for the service he has provided to the community for many decades. John has made it his mission to influence young people to make ethical and moral choices throughout their lifetime by instilling in them the values of Scouting; and

WHEREAS, the Garden State Council Boy Scouts of America has chosen John A. DiAngelo as their recipient because he exemplifies the character and values of this Award; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 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 John A. DiAngelo as the recipient of the 2018 Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2018.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____

Laurie J. Burns
Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING

Eshia "Jake" Jacob

30 Years of Service to Borough of Woodbury Heights

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize Eshia "Jake" Jacob for more than 30 years of service to the Borough of Woodbury Heights; and

WHEREAS, after serving on Woodbury Heights Borough Council from 1982 to 1984, Jake rejoined to fill an unexpired term in 1996 and has been successful in winning many re-elections and remains on Borough Council to this day; and

WHEREAS, Councilman Jacob's responsibilities on Council include overseeing and serving as Liaison to the office of the Gloucester County Economic Development Council and the Gloucester County Veterans; and

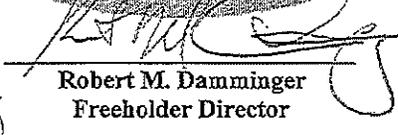
WHEREAS, Jake was inducted in the United States Army on April 8, 1953 and was assigned to Service Battery 612th Field Artillery Battalion in Okinawa. He was honorably discharged on March 23, 1955 as a Corporal and having served with honor and distinction, Corporal Jacob's awards and citations include the *Army Good Conduct Medal*, and the *National Defense Medal*; and

WHEREAS, Jake spearheaded the Gloucester County Veterans Identification Discount Card Program and solicited local businesses across the County to participate. He established the Veterans Park, proudly displaying the names of all Woodbury Heights veterans living and deceased who served our country and was instrumental in organizing Memorial Day and Veterans Days Services at Veterans Park to honor all who served our country; and

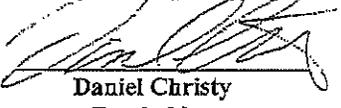
WHEREAS, Jake has lived in Woodbury Heights for 48 years with his wife May and together have four children, Denise, Nancy, Christine and Matthew, eight grandchildren and two great grandchildren; and

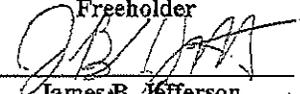
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Eshia "Jake" Jacob for his tireless efforts and dedication of more than 30 years of service to the Borough of Woodbury Heights and to all veterans and citizens of Gloucester County.

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 10th day of November, 2018.

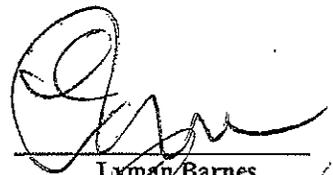

Robert M. Damminger
Freeholder Director

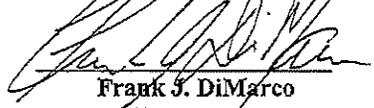

Giuseppe (Joe) Chila
Freeholder-Deputy Director

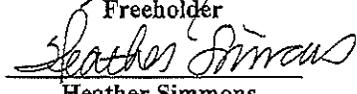

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

Attest: 
Laurie J. Burns, Clerk of the Board


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Public Hearing +
Adoption

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE _____

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LOAN REVENUE BONDS (ROWAN UNIVERSITY PROJECT), SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN ORDER TO FINANCE THE CONSTRUCTION OF NEW FACILITIES AND RENOVATION OF EXISTING FACILITIES FOR ROWAN UNIVERSITY LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"); and

WHEREAS, Rowan University ("Rowan") is a leading public institute of higher education, organized and established pursuant to the Public Higher Education Act, *N.J.S.A. 18A:62-1, et seq.*, the State College Act, *N.J.S.A. 18A:64-1, et seq.* and the New Jersey Medical and Health Sciences Education Restructuring Act, *N.J.S.A. 18A:64M-1, et seq.*, with its main campus located in the Borough of Glassboro in the County; and

WHEREAS, Rowan has heretofore established a comprehensive facilities and operations master plan, which master plan is periodically updated to reflect the needs for the continued growth of Rowan and the upkeep of Rowan facilities (as updated, the "Master Plan"); and

WHEREAS, in connection with the implementation of the Master Plan, Rowan has established its commitment to, among other things, the continued development and upkeep of its educational and/or non-educational facilities within the County; and

WHEREAS, in furtherance of its Master Plan, Rowan has determined to: (i) construct and equip a new approximately 68,000 square foot academic building to house classrooms and laboratories for various academic programs and office space for use by Rowan faculty and staff; (ii) construct and equip a new Wilson Hall Dance Studio; (iii) pre-development design and site work for the fossil park located in the Township of Mantua, New Jersey including, but not limited to, a museum and other related structures; and (iv) renovate certain of its existing facilities including, but not limited to, the Central Utility Plant and Rowan Hall (collectively, the "Facility Projects"); and

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of Public Facilities (as defined in the Act), which include the Facility Projects, for use by the State of New Jersey ("State"), the County or any beneficiary county, or any municipality in any such county, or any two or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing, including Rowan, for their respective governmental purposes; and

WHEREAS, the Authority is also authorized by law to plan, design, acquire, construct, equip and furnish public facilities, including the Facility Projects, on behalf of certain governmental units, including Rowan; and

WHEREAS, in connection with the determination of Rowan to continue its development of facilities in the County, including the Facility Projects, the Authority has offered to provide project development and support to Rowan with respect to the development, construction, installation renovation and equipping of the Facility Projects; and

WHEREAS, Rowan has determined that Authority possesses the skill and expertise necessary to manage the development, construction, installation renovation, equipping and financing of large scale projects in a timely and cost-effective manner; and

WHEREAS, in furtherance of such determination, Rowan and the Authority have heretofore entered into a Project Development Agreement, dated July 14, 2014, as amended and supplemented to date, pursuant to which the Authority has agreed to provide project development and management assistance to Rowan with respect to various projects, including the Facility Projects; and

WHEREAS, in addition, pursuant to the Project Development Agreement, the Authority has agreed to provide financing for the Facility Projects; and

WHEREAS, the Authority now desires to authorize, issue and sell up to \$62,000,000, in one or more series, of its County Guaranteed Loan Revenue Bonds (Rowan University Project), Series 2019 ("Bonds"), the proceeds of which will be utilized to: (i) pay for the costs of the development, construction and equipping of the Facility Projects pursuant to and in accordance with the Project Development Agreement and the plans and specifications provided by Rowan to the Authority; (ii) provide for capitalized interest on the Bonds, if any; and (iii) pay the costs associated with the issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Bonds will be special, limited obligations of the Authority the payment of which will be secured by, *inter alia*, loan payments to be received from Rowan pursuant to the terms and conditions set forth in one or more Loan Agreements between the Authority and Rowan ("Loan") in an amount sufficient to pay the principal of and interest on the Bonds when due, plus any additional fees and expenses charged by the Authority or owed to third parties; and

WHEREAS, pursuant to the Loan, Rowan shall pay to the Authority loan payments until the Loan is paid in full; and

WHEREAS, in recognition of the educational and economic importance of the development of Rowan to the southern New Jersey region, and the County in particular, and to induce the prospective purchasers of the Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, to unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds as further described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. This Ordinance shall be adopted by the Board of Chosen Freeholders of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto, *N.J.S.A. 40A:2-1 et seq.* ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37 thereof, *N.J.S.A. 40:37A-80*, the County is hereby authorized to and hereby shall unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds in an aggregate principal amount not exceeding \$62,000,000 to be issued for the purpose of undertaking and financing the Project as further described in the preamble hereof, such Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in: (i) a bond resolution to be adopted by the Authority; and (ii) an indenture of trust to be entered into by and between the Authority and TD Bank, National Association, and consistent with the provisions of the Act. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Ordinance.

Section 3. Upon endorsement of the Bonds referred to in Section 4 below, the County shall be unconditionally and irrevocably obligated to pay the principal of and interest on the Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy ad valorem taxes upon all taxable property within the County for the payment thereof without limitation as to rate or amount to the extent payment of the Bonds is not otherwise provided.

Section 4. The Director of the Board is hereby authorized and directed to execute on each of the Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

GUARANTY OF COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond to the extent considered outstanding under the resolution of the Authority authorizing the Bonds is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, of the principal of and interest on this Bond in accordance with its terms.

"IN WITNESS WHEREOF, the Board has caused this Guaranty to be executed by the manual or facsimile signature of its Director.

**BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF GLOUCESTER, NEW
JERSEY**

By: _____
ROBERT M. DAMMINGER,
Director of the Board

Section 5. The Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Ordinance as the Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the County Clerk and Deputy County Clerk are each authorized to attest to the signature of the Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

Section 6. It is hereby found, determined and declared by the Board that:

(a) This Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Bonds which shall be entitled to the benefits of the guaranty pursuant to this Ordinance, being an amount not to exceed \$62,000,000, shall after their issuance be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of Bonds entitled to the benefits of this Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the Bonds until the end of the fiscal year beginning next after the completion of the Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or moneys in such year relative to the Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed Bonds issued to finance the costs of the Project or as otherwise provided by law.

Section 7. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of the Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is and the maximum estimated cost of the Project to be financed in accordance with the transaction contemplated hereby is \$62,000,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the County Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Ordinance by \$62,000,000, in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act.

Section 8. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 9. This ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Statement to be Published With Ordinance After Introduction.

Public notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on October 17, 2018. Further notice is given that said Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on November 20, 2018 at 6:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

**LAURIE J. BURNS, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Statement to be Published With Ordinance After Final Adoption.

STATEMENT

The Ordinance published herewith has been finally adopted on November 20, 2018 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

**LAURIE J. BURNS, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF NOVEMBER, 2018**

A-1

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 November 16, 2018; 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 November 16, 2018.

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 November 16, 2018 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 Tuesday, November 20, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A-2

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 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 2018 as follows:

- (1) The sum of **\$53,450.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program - Other Expenses;
- (2) The sum of **\$350,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Route 55 and Deptford Center Road Project, to be appropriated under the caption of the State of New Jersey Department of Transportation Route 55 and Deptford Center Road Project - Other Expenses;
- (3) The sum of **\$493,926.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Paulsboro Marine Terminal Spine Road Modification, to be appropriated under the caption of the State of New Jersey Department of Transportation Paulsboro Marine Terminal Spine Road Modification - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A 3

RESOLUTION AUTHORIZING 2018 BUDGET TRANSFERS

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2018 Budget Transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2018 Budget is hereby authorized:

TRANSFER FROM

Division of Social Services – S&W	240,000.00
Emergency Response – S&W	95,000.00
County Assessor – OE	7,000.00
Extension Services – OE	1,000.00
Golf Course – S&W	4,500.00
Financial Administration – S&W	20,000.00
Medical Examiner – S&W	7,500.00
Purchasing – S&W	37,000.00
Surrogate – S&W	40,000.00
Parks & Recreation – S&W	80,000.00
Buildings & Grounds – S&W	30,000.00
Legal Department – S&W	<u>70,000.00</u>
	\$ 632,000.00

TRANSFER TO

Division of Social Services – OE	240,000.00
Emergency Response – OE	95,000.00
County Assessor – S&W	10,000.00
Extension Services – S&W	2,000.00
Golf Course – OE	4,500.00
Board of Chosen Freeholders – S&W	8,000.00
Veterans Affairs – S&W	3,000.00
Deferred Contribution Retirement Plan – OE	12,000.00
Unemployment Insurance – OE	50,000.00
Social Security System – OE	200,000.00
Medical Examiner – OE	<u>7,500.00</u>
	\$ 632,000.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A-4

**RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN
UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS
INTO MISCELLANEOUS REVENUE**

WHEREAS, certain checks of the County of Gloucester were issued in the past to various payees in various amounts and were never cashed; and

WHEREAS, as evidenced the attached Exhibit "A" the County Chief Financial Officer has requested authorization to cancel said checks and transfer the associated funds into surplus.

NOW, THEREFORE, BE IT RESOLVED, by the County of Gloucester, State of New Jersey that the checks indicated on the list attached hereto as Exhibit "A", and incorporated herein by reference, are hereby authorized for cancellation and the associated funds are hereby transferred into miscellaneous revenue.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J BURNS, CLERK OF THE BOARD

EXHIBIT A

OUTSTANDING CHECKS-CURRENT ACCOUNT
2018

<u>CHECK #</u>	<u>VENDOR NAME</u>	<u>CHECK DATE</u>	<u>CK AMOUNT</u>
373476	Personnel Policy Services	7/21/2016	\$ 357.00
373982	Graphic Impressions Print	8/18/2016	\$ 450.00
374102	Paulsboro Printers LLC	8/18/2016	\$ 238.00
375370	Robert Hill	10/17/2016	\$ 126.90
376216	Patricia Pietras	12/9/2016	\$ 132.36
377402	Glouc County Corrections Sgts Association	1/31/2017	\$ 735.00
377844	USA Mobility Wireless Inc	2/16/2017	\$ 216.02
379219	Jennifer Bestfka	5/18/2017	\$ 100.00
383601	Keenan Cannady	12/15/2017	\$ 389.54
383661	AT&T Mobility	12/21/2017	\$ 202.20
<u>TOTAL</u>			<u>\$ 2,947.02</u>

RESOLUTION ACKNOWLEDGING AND DESIGNATING KIMBERLY LARTER AS QPA FOR THE COUNTY

WHEREAS, N.J.S.A. 40A:9-30 authorizes the Board of Chosen Freeholders to appoint a Qualified Purchasing Agent ("QPA") to establish classifications and standards for the purchase of supplies and materials for use of all county institutions, departments and buildings; and

WHEREAS, N.J.A.C. 5:34-5.4 provides that a governmental unit which employs a QPA can take advantage of the maximum bid threshold pursuant to N.J.S.A. 40A: 11-3.a, and grants the QPA authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, the current QPA for the County will retire effective December 1, 2018 and it is necessary for the County to designate an individual in accordance with N.J.A.C. 5:34-5 et seq. which establishes the criteria for qualification as a QPA; and

WHEREAS, it is acknowledged that Kimberly Larter possess the qualifications as required, and shall be designated as QPA for a period of three (3) years, and is subject to the directions of the Board to make purchases, execute contracts, and perform such functions and duties as may be required and appropriate to the purchasing function of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby acknowledges and designates Kimberly Larter as QPA pursuant to N.J.S.A. 40A:11-9 to 9.1 and the regulations promulgated pursuant thereto at N.J.A.C. 5:34-5 et seq., for a term of three (3) years effective December 1, 2018 to November 30, 2021, with an annual salary to be determined from time to time by the Board of Chosen Freeholders; and

BE IT FURTHER RESOLVED, the herein designated QPA must possess and maintain a valid Qualified Purchasing Agent certificate as issued by the NJ Division of Local Government Services, Department of Community Affairs, and shall have: (1) the authority, responsibility, and accountability for purchasing activity for the County up to the statutory maximum bid threshold pursuant to N.J.S.A. 40A:11-3.a; (2) the authority to prepare public advertising for bids, to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts on behalf of the County; and, (3) the authority to recommend which bid or proposal is deemed most appropriate in such cases for award of a contract, subject however, to approval for final action of the Board of Chosen Freeholders; and

BE IT FURTHER RESOLVED, that any and all Shared Services Agreements currently in effect regarding the provision of QPA services by the County, shall continue in accordance with the Agreement terms.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING AN INCREASE IN THE PURCHASE AMOUNT FOR COMPUTER RELATED EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT BY AN AMOUNT NOT TO EXCEED \$280,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$530,000.00 THROUGH DECEMBER 31, 2018

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State contract without the need for public bidding, and on January 17, 2018 the County adopted a Resolution to purchase hardware, PC replacements, printers, chipsets, processors and operating systems for use by various County Departments from Dell-SLG Sales in an amount not to exceed \$250,000.00, from January 1, 2018 to December 31, 2018 through State Contract number A89967; and

WHEREAS, unanticipated, additional computer hardware and software are needed by the County, which will increase the purchase sum in an amount not to exceed \$250,000.00, for a new total amount not to exceed \$530,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that an increase in the purchase amount for additional computer related equipment from Dell-SLG Sales is hereby authorized through State Contract number A89967, for a new total amount not to exceed \$530,000.00 through December 31, 2018; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B-1

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WESTVILLE

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough of Westville wishes to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related lease, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services; and

WHEREAS, the regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services; and

WHEREAS, a Shared Services Agreement and a Vehicle and Equipment Lease Agreement have been prepared and circulated to the participating municipality.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Shared Services Agreement and a Vehicle and Equipment Lease Agreement with the Borough of Westville in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, the Agreement and Lease shall be for a period of ten years, commencing January 1, 2019 to December 31, 2028; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Tuesday, November 20, 2018, at Woodbury, New Jersey.

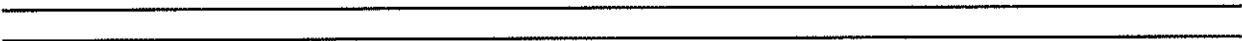


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board



SHARED SERVICES AGREEMENT

by and between the

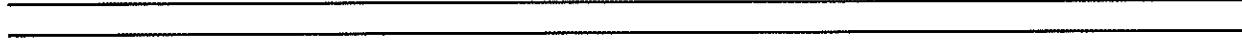
COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF WESTVILLE

**FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES**

Dated: November 20, 2018



Prepared by: Eric M. Campo,
Assistant County Counsel



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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2018, by and between the Borough of Westville, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Westville ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 165 Broadway, Westville, New Jersey 08093;
3. Municipality currently provides emergency medical services consisting of Basic Life Support (BLS) services and provides medical transport services in its municipality;
4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;
5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;
6. Municipality wishes to designate County as the provider of BLS emergency medical services within the Municipality;
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of BLS emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of BLS emergency medical services.
2. The BLS emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.
3. For purposes of this Agreement, "BLS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as assistance with rescue services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of BLS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.
5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.
6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the Chief of Gloucester County Emergency Medical Services (GCEMS).
7. It is the intention of the parties that County shall be responsible for providing BLS emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such BLS emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately \$8,688,000.00 for the provision of all of County's BLS emergency medical services to all

participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

1. Pursuant to separate Lease Agreements entered into by and between County and Municipality, Municipality will lease to County for the sum of \$1.00 per year all ambulance vehicles and other equipment which it currently owns or will, if acceptable to County, sub-lease to County any such vehicles or equipment which Municipality owns. Maintenance of, insuring of and all other aspects of the operation of the equipment shall be as described in the Lease Agreements.
2. Municipality shall lease to County for \$1.00 per year any ambulance station and/or bays and offices/crew day rooms which it currently owns. Maintenance of, insuring of, and the like will be as described in the building leases made by and between the County and the Municipality. Municipality will make its best effort to encourage any municipal fire district, ambulance squad or other entity, which owns or controls such facilities to lease such facilities to the County on the same terms and provisions.
3. Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing January 1, 2019 to December 31, 2028.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

H. INDEMNIFICATION.

- (1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.
- (2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.
- (3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

County and Municipality agree that they will at their own cost and expense promptly

comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

1. **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 Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.
3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

M. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Freeholder, Municipal Council Person, Officer, and/or Agent of the Municipality or County, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

N. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Municipality and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Municipality and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- O. EFFECTIVE DATE.** This Agreement shall be effective as of this ____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.
- P. CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WESTVILLE

RYAN J. GILES, BOROUGH CLERK

RUSSELL W. WELSH, JR., MAYOR

VEHICLE AND EQUIPMENT LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF WESTVILLE

**FOR THE PROVISION OF EMERGENCY MEDICAL
SERVICES VEHICLES AND EQUIPMENT**

Dated: January 1, 2018

Prepared by: Eric M. Campo,
Assistant County Counsel

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VEHICLE AND EQUIPMENT LEASE AGREEMENT

THIS VEHICLE AND EQUIPMENT LEASE AGREEMENT ("Agreement"), is entered into this ___ day of _____, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and Borough of Westville, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096;
2. The Borough of Westville ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 165 Broadway, Westville, New Jersey 08093;
3. County and Municipality have entered into a Shared Services Agreement, ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support services;
4. Consistent with the terms of that Shared Services Agreement to provide emergency medical services consisting of basic life support services, the Municipality has agreed to lease to County certain ambulance and/or other emergency vehicles and the equipment set forth on the Schedule A attached to and made a part of this Agreement.

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

1. **LEASE VEHICLES AND EQUIPMENT.** Municipality agrees to lease to County, and County agrees to hire from Municipality, the vehicles and equipment specified in Schedule A attached hereto and made a part hereof, including the standard and any extra equipment installed on or used in connection with the operation of the vehicles.
2. **OWNERSHIP OF VEHICLES; AND EQUIPMENT; RESIDUAL VALUE.** Municipality is the owner of the vehicles and equipment. This is an agreement of lease only and may not be construed as a contract for the sale of vehicles. However, the parties agree that if, either during the term of this Lease or at the termination of this Lease, the County determines that the useful life of the vehicles and/or equipment have expired, then the County shall be entitled to the trade in or salvage value of the vehicles and/or equipment. The Municipality shall cooperate with County to transfer ownership of such vehicles and equipment at that time in order to enable the County to receive the trade in or salvage value.
3. **RENT.** As the total rent for the vehicles and equipment for the total term of the lease, County shall pay to the Municipality the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services Municipality is not obligated to pay any compensation.
4. **TERM.** The term of this Lease shall be for a period of 10 years commencing January 1, 2019 and concluding December 31, 2028.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if either party terminates the Shared Services Agreement, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

5. REPAIR AND MAINTENANCE. County shall be responsible for all maintenance costs in connection with the vehicles and the equipment.

6. INSURANCE. County shall maintain vehicle liability insurance on all vehicles, and may in its discretion insure the equipment with regard to loss by theft or other insurable damage.

The parties agree that in the event of partial or complete destruction of the vehicles and/or equipment, then County shall be entitled to the proceeds of the insurance maintained on the vehicles and the equipment. The Municipality may, in its discretion, separately maintain insurance on the vehicles and the equipment. The proceeds of any such insurance claims for damage to the vehicles and/or equipment shall also be payable to the County.

The parties acknowledge that such proceeds may be necessary for the County to replace the vehicles and/or equipment.

7. INDEMNITY. County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of Municipality's agents, servants or employees. The Municipality will maintain appropriate ownership liability insurance. The Municipality shall indemnify, save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.

8. WAIVER. The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

9. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Municipality:

Russell W. Welsh, Jr., Mayor
Borough of Westville
165 Broadway
Westville, New Jersey 08093

With copy to Solicitor of Municipality:

Timothy D. Scaffidi, Esquire
28 Cooper Street
Woodbury, New Jersey 08096

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

10. DISPUTE RESOLUTION.

- 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 the Municipality 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, County shall continue to perform the services described in this Agreement.

- 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.

11. TOTAL AGREEMENT. Applicable to Successors. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

12. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. SEVERABILITY. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WESTVILLE

RYAN J. GILES, BOROUGH CLERK

RUSSELL W. WELSH, JR., MAYOR

**SCHEDULE A
TOWNSHIP OF WESTVILLE**

The following data has been developed from on-site “walk through” evaluations of property and asset’s. Local EMS Supervisory personnel were present and provided information to the best of their knowledge. It should be noted that some of these items may fact be the property of the Volunteer organizations and may, or may not be transferred to the County.

<u>VIN #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Reg</u>
1FDXE45P18DB56514	2008	Ford	Horton	OA2821

B-2

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GRAYBAR ELECTRIC COMPANY, INC., FOR A TOTAL AMOUNT OF \$30,599.79

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of thirty-nine (39) telecoders model TCWL-2F (or equal) two channel audio recorders with LAN and USB access; and

WHEREAS, bids were publicly received and opened on October 30, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Graybar Electric Company, Inc., with offices at 800 Huyler Street, Teterboro, New Jersey 07608 was the lowest responsive and responsible bidder, for a total amount of \$30,599.79, as more specifically described in the bid specifications PD-018-066; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$30,599.79, pursuant to C.A.F.# 18-09537, which shall be charged against budget line item C-04-18-023-250-23225.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Graybar Electric Company, Inc., for the purchase of thirty-nine (39) telecoders model TCWL-2F or equal, two channel audio recorder with LAN and USB access, for \$30,599.79.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
GRAYBAR ELECTRIC COMPANY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 20TH day of **November, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **GRAYBAR ELECTRIC CO., INC.**, of 800 Huyler Street, Teterboro, New Jersey 07608, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of thirty-nine (39) telecoders model TCWL-2F or equal, two channel audio recorder with LAN and USB access; and

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

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

TERMS OF AGREEMENT

- 1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a fourteen (14) days.
- 2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$30,599.79, as per PD-018-066.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

- 3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-018-066, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to

any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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 Vendor, 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 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.

14. **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.

15. **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.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

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

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-018-066, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 20th day of November, 2018.

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:

**GRAYBAR ELECTRIC
COMPANY, 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

18-09537

NO.

ORDER DATE: 11/07/18
REQUISITION NO: R8-09989
DELIVERY DATE:
STATE CONTRACT: PD-18-066
ACCOUNT NUM:

Pg

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GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR #: GRAY8030

**V
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R**

GRAYBAR ELECTRIC INC.
ATTN: MATT
800 HUYLER STREET
TETERBORO, NJ 07608

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
39.00	Two-Channel audio recorders Catalog #: TCWL-2F with LAN and USB access to be given to County Fire Departments to record fire ground radio.	C-04-18-023-250-23225 Fire Department Radio Recorders	784.6100	30,599.79
			TOTAL	30,599.79

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

C-1

RESOLUTION AUTHORIZING SUBMISSION OF THE 2018 WORKFORCE DEVELOPMENT BOARD RECERTIFICATION APPLICATION TO THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 reinforces the importance of each Local Workforce Development Board to carry out the functions specified under the Act, and WIOA Section 107 as well as N.J.A.C. 12:42-4.4(a) requires the Governor to recertify each local board in the State every two years; and

WHEREAS, in New Jersey, the State Employment and Training Commission has been designated by the Governor to manage this certification process; and

WHEREAS, continued certification of a Local Workforce Development Board shall be based on meeting membership criteria and the extent to which the local board has ensured that workforce investment activities have enabled the local area to meet performance accountability measures and achieve sustained fiscal integrity as defined in section 106(e)(2) of the WIOA.

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 the 2018 recertification application and any other necessary documents between the County of Gloucester, the Gloucester County Workforce Development Board and the New Jersey State Employment and Training Commission.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 at Woodbury, New Jersey.

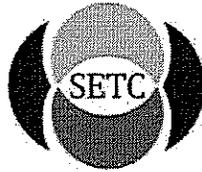


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



New Jersey State Employment and Training Commission

Dennis M. Bone, *Chairman*

Phil Murphy, *Governor*

DRAFT POLICY RESOLUTION: SETC #2018-02

SUBJECT: New Jersey Local Workforce Development Board Certification Process for 2018

Purpose

The Local Workforce Development Boards (LWDBs) are critical to the strategic direction, operation and oversight of programs and services in the local area. The Workforce Innovation and Opportunity Act (WIOA) of 2014 reinforces the importance of each Local Workforce Development Board by requiring the Governor in partnership with the State Workforce Development Board, to establish criteria based on specific items outlined in WIOA Section 107 to certify local boards.

Background

WIOA Section 107, and New Jersey's administrative code N.J.A.C 12:42-4, requires that the Governor shall, once every 2 years, certify one local board for each local area in the State. Such certification shall be based on meeting membership criteria and the extent to which the local board has ensured that workforce investment activities carried out in the local area have enabled the local area to meet the corresponding performance accountability measures and achieve sustained fiscal integrity, as defined in section 106(e)(2) of WIOA. All New Jersey Local Workforce Development Boards were certified under WIA as of July 2016.

Additional information concerning Local Board Certification, Recertification and Decertification is provided in the New Jersey Administrative Code, N.J.A.C. 12:42-4: Local Workforce Investment Boards: Certification, Recertification and Decertification, including consequences and appeals for local boards that do not successfully achieve certification.

Timeframe

All items identified in the 2018 LWDB Certification process are due to the SETC by **December 1, 2018**.

Date	Activity/Outcome
September 2018	WDB Certification 2018 Process Rollout
Sept – Nov 2018	Technical Assistance and Capacity Inventory
December 1, 2018	Required Local Area Documents due to the SETC
December 1, 2018	Final Application Form, Signed by Chief LEO, WDB Chair and WDB Director
January-March 2019	SETC vote to approve/deny LWDB Certification Requests
April 2019	LWDB Certification Completed

Commission Review: September 18, 2018

Attachment: *LWDB Certification Application/Checklist*

SETC Resolution #2018-02



New Jersey State Employment and Training Commission

Dennis M. Bone, *Chairman*

Phil Murphy, *Governor*

Application for Workforce Development Board 2018 Certification

Date: (Date Submitted) Due by December 1, 2018

To: New Jersey State Employment and Training Commission

This application for recertification is submitted on behalf of the (Local Area) Workforce Development Board (WDB).

By signature below, we certify that the required materials and information have been provided to the New Jersey State Employment and Training Commission (SETC) as outlined in the chart below, pursuant to N.J.A.C. 12:42-4.

Submitted by: *Signature* *Date*

Robert M. Damminger, Freeholder Director Gloucester County Board of Chosen Freeholder

Les Vail, Chairperson Gloucester County Workforce Development Board

Michelle Shirey, Executive Director Gloucester County Workforce Development Board

Item	Required Materials and Information
1	<p>Current List of Local WDB Members appointed by the chief elected official in a local area in accordance with SETC Policy Resolution #2015-01 – Local Workforce Development Board Member Appointment and Process. The list will show:</p> <ul style="list-style-type: none"> • That the WDB membership follows the guidelines set forth in the WDB Member Handbook, SETC Policy Resolution #2015-01, and WIOA Section 107 • That the WDB has a 51% business membership • That the WDB Chair is a business member • The list must note if board development is needed, and provide a plan to achieve board membership compliance, including the recruitment and orientation process for new board members.
2	<p>The Local Workforce Development Area (LWDA) Programs Budget, required under N.J.S.A. 34:15C-15e(4), and the Local WDB Staff Budget, as outlined in SETC Policy Resolution #2016-03, for the extant and two preceding program years (Program Years 16, 17, and 18).</p> <ul style="list-style-type: none"> • LWDA Program Budget must include all workforce program funding allocations to the local area, including WorkFirst New Jersey (WFNJ) and indicate the levels of service (participants) for each program. • Local WDB Staff Budget, with a list of current WDB staff, titles/reporting structure, and percent of time allocated to the WDB. • <i>Summary of Leveraged Resources, including Grants and Special Initiatives, if applicable</i> • <i>IRS Tax Status Letter / 501(c)3 Status documentation must be provided, if applicable.</i>
3	<p>The local board's Annual Reports, required under N.J.S.A. 34:15C-15e(5), for the extant and two preceding program years (Program Years 15, 16 and 17).</p>
4	<p>The local board Meeting Minutes for extant and two preceding program years (Program Years 16, 17 and 18)</p> <ul style="list-style-type: none"> • Minutes should reflect regular meetings, held at least quarterly • Minutes should reflect the LWDB budget approval process
5	<p>Current WDB-CLEO Memorandum of Understanding (MOU), signed by the local board and local elected officials:</p> <ul style="list-style-type: none"> • The MOU must outline the process for board member appointment and removal • Multi-county areas must provide the MOU which establishes the lead county, if a separate agreement
6	<p>Current One-Stop Partner MOU*, signed by the local board, One-Stop Operator and One-Stop Partners. The local Infrastructure Funding Agreement (IFA) must be included with the MOU, as outlined in SETC Policy Resolution #2017-03.</p> <p><i>*To be coordinated with LWD MOU process.</i></p>

7	<p>The local WDB Website: (URL location)</p> <ul style="list-style-type: none"> • Published List of local WDB members: (URL location) • Published local WDB meeting minutes: (URL location)
8	<p>WDB Committees, Councils and Task Forces Information:</p> <ul style="list-style-type: none"> • List of active WDB committees, councils and task forces, including those required under N.J.S.A. 34:15C-15, and as outlined in the WDB Member Handbook: <ul style="list-style-type: none"> ○ Executive Committee (recommended) ○ Youth Investment Council (required) ○ Literacy Committee (required) ○ One-Stop/Operations/OS Partners Committee (required) ○ Disabilities Committee (required) ○ Other committees or task forces, as established by the local board ○ <i>The list should indicate which council or committee is responsible for Business Engagement.</i> • Current Membership List for each WDB committee/council/task force, including the name, title, and agency of each member. • Committee, council and task force meeting minutes for Program Year 2016 and Program Year 2017, reflecting regular meetings.
9	<p>Current local WDB By-Laws, addressing at a minimum:</p> <ul style="list-style-type: none"> • Election of WDB Officers • WDB attendance policy • Conflict of Interest policy
10	<p>Current Contract, MOU, or Letter of Agreement demonstrating the WDB competitive selection of a qualified One-Stop Operator.</p>
11	<p>Approved Local and Regional Workforce Plans for WIOA on WDB website:</p> <ul style="list-style-type: none"> • Local Plan: (URL) • Regional Plan: (URL)
12	<p>The local board's Annual Evaluation of the local workforce and/or One-Stop delivery system for Program Years 2016 and 2017</p> <ul style="list-style-type: none"> • The evaluation may be system-wide or may focus on one or more programs and/or services conducted in the One-Stop Centers.
13	<p>Local Performance Measures:</p> <p>As outlined in the Local Workforce Investment Boards: Certification, Recertification and Decertification Rule, N.J.A.C. 12:42-4.4(e):</p> <ul style="list-style-type: none"> • Where the Commission determines that the local board has during the preceding two years failed to ensure that the workforce investment activities carried out in the local area have enabled the local area to meet the local

	<p>performance measures, that the local board has failed to satisfactorily carry out its functions under N.J.S.A. 34:15C-15e and 20 CFR 661.305, that either the local board, or any of its members, has engaged in fraud or abuse, as those terms are used within 29 U.S.C. §2832(c)(3)(A), or that either the local board, or any of its members, has engaged in any of the prohibited conduct listed as cause for corrective actions and penalties under N.J.A.C. 12:42-3.6, the Commission shall deny the chief elected official's application for recertification of the local board.</p> <ul style="list-style-type: none"> • The SETC will evaluate the local WDB's application for recertification based on the local area achievement of the negotiated performance outcomes for the area's Workforce Innovation and Opportunity Act (WIOA) funding for Program Year 2016 and Program Year 2017. The recommendation for WDB recertification will be made with consideration for any corrective actions and penalties instituted for the local area under the Local Workforce Investment Areas and Local Workforce Investment Boards: Performance, Technical Assistance, Corrective Actions and Penalties Rule, N.J.A.C. 12:42-3.
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Resource Materials provided:

- SETC Policy Resolutions are available at njsetc.net/njsetc/policy/resolutions/
- SETC WDB Certification materials are available at njsetc.net/njsetc/policy/certification/
 - WDB Membership List Template in Excel *(updated version to be provided)*
 - WDB Membership List for Website *(updated version to be provided)*
 - Annual Report Guidance Guidelines *(updated version to be provided)*
 - Guidance on WDB Evaluation Reports *(updated version to be provided)*
- WDB Member Handbook, published by SETC, May 2007 – available at njsetc.net/njsetc/policy/wibhandbook/

ITEM #1 BOARD MEMBERSHIP

In accordance with SETC Policy Resolution 2015-01 – Local Workforce Development Board Member Appointment and Process. A current list of local board members appointed by the chief elected official in the local area is attached. The development plan for the Board to achieve a 50% business membership has been created for the Gloucester County local area and was compliant by August 1, 2016. Nominations from the executive committee for an additional business member to replace Susan Perron were submitted in May to the chief elected official. The chief elected official has reviewed the nomination forms and formally appointed an additional business member to the WDB to fulfill the SETC requirement in July of 2016 by resolution.

In addition, Susan Perron has been moved to the CBO category and Lou Jiacopello of IBEW 351 also represents the (JATC). Our Title II board member is Brigette Satchell from Rowan College at Gloucester County and our vocational educational member is Michael Dicken, Superintendent of Gloucester County Institute of Technology. The Chief Elected Official is Robert Damminger, Freeholder Director.

GLOUCESTER COUNTY WDB MEMBERSHIP

Member	Sector Represented	Term of Service	Current Term
Les Vail President Gloucester County Chamber of Commerce	Business Representative	3 year term	2016 - 2019
Kathy Farinaccio Mgr. of Government Affairs Comcast, Southern NJ	Business Representative	3 year term	2016 - 2019
Dr. William King Consultant Retired Physician	Business Representative	3 year term	2016 - 2019
Jack Fisher Consultant Archer & Greiner	Business Representative	3 year term	2016 - 2019
Michael Girone Sr. Director Agilent Technologies	Business Representative	3 year term	2016 - 2019
Hunter Kintzing Susquehanna Bank Associate Counsel	Business Representative	3 year term	2016 - 2019
Anthony Bellia President Bellia Printing	Business Representative	3 year term	2016 - 2019
James Robinson Trust Officer First State Trust	Business Representative	3 year term	2016 - 2019
Peter Kaprielyan Vice President Inspira Health Network Government & External Relations	Business Representative	3 year term	2016 - 2019
Cleve Bryan Consultant	Business Representative	3 year term	2018 - 2020
Dan Ruotolo Owner Digital Accounting Institute	Business Representative	3 year term	2018 - 2020
Thomas Fletcher President Postnet	Business Representative	3 year term	2018 - 2020
Thomas Bianco Director GC Economic Development	Business Representative	3 year term	2017 - 2019
Lou Jiapello Director-Apprentice Training I.B.E.W. Local 351	Labor	3 year term	2018 - 2020

Sam Ferraino Vice President UFCW Local 1380	Labor	3 year term	2018 - 2020
Jeff Berger Training Coordinator Plumbers & Pipefitters Local 322	Labor	3 year term	2018 - 2020
Stephen Shultz Chief of Staff Volunteers of America	CBO	3 year term	2018 - 2020
Susan Perron Director Abilities Solutions	CBO	3 year term	2018 - 2020
Anthony DiFabio Director Robin's Nest	CBO	3 year term	2017 - 2019
Michael Dicken Superintendent GC Vocational School & Special Services School District (k-12 school district)	Education	3 year term	2017 - 2019
Frederick Keating President Rowan College at Gloucester County	Education	3 year term	2017 - 2019
Brigette Satchell Dean, Continuing Education Rowan College at Gloucester County	Education	3 year term	2017 - 2019
Stephen Hart One-Stop Supervisor American Job Center	Government Partner	3 year term	2017 - 2019
Robert DeMarco Manager American Job Center	Government Partner	3 year term	2017 - 2019
Stacey Smith Manager NJ Div. of Vocational Rehabilitation Services	Government Partner	3 year term	2017 - 2019
William Lang Director GC Division Social Services	Government Partner	3 year term	2018-2020
Daniel Sulpizio Sr. VP/Director Retail Banking Parke Bank	Business Representative	2 year term	2017-2018
Kenneth Barnshaw VP Government Relations South Jersey Federal Credit Union	Business Representative	3 year term	2017-2019

PY17		12%			PY16 FUNDS	
TANF		ADMIN	PROGRAM			
Case Management	107,473.00	12,896.76	94,576.24		181,169.00	(73,696.00)
Work Activities	876,806.00	105,216.72	771,589.28		976,806.00	(100,000.00)
Work Verification	-	-	-		28,400.00	(28,400.00)
CAVP	6,000.00	720.00	5,280.00		12,000.00	(6,000.00)
Needs Based TANF	30,000.00		30,000.00		3,000.00	27,000.00
GA/SNAP						
Case Management	88,000.00	10,560.56	77,439.44		93,537.00	(5,537.00)
Work Activities	321,834.00	38,621.00	283,213.00		361,834.00	(40,000.00)
Needs Based GA/SN	2,000.00		2,000.00		2,000.00	0.00
SNAP						
Case Management	14,133.00	1,695.96	12,437.04		20,000.00	(5,867.00)
Work Activities	128,668.00	15,441.00	113,227.00		138,668.00	(10,000.00)
						(242,500.00)
	1,574,914.00	185,152.00	1,389,762.00			

Admin		TANF	GA/SNAP	SNAP
Salaries & Benefits TANF-GA/SNAP-SNAP				
Admin Salary	99,306.77	65,612.39	24,075.22	9,619.16
Admin Fringe	<u>59,971.96</u>	<u>39,604.33</u>	<u>14,545.78</u>	<u>5,821.84</u>
Total Salaries and Benefits	159,278.73	105,216.72	38,621.00	15,441.00
Admin Other Expenses				
<i>*O&E includes:</i>				
advertising				
audit				
printing				
computer/testing supplies				
office supplies				
food				
data processing				
building rental				
copier				
mtg, membsh, dues				
travel				
indirect cost				
Total Admin Other Expenses	<u>159,278.73</u>	<u>105,216.72</u>	<u>38,621.00</u>	<u>15,441.00</u>
Program				
Salary/Benefits TANF-GA/SNAP-SNAP				
Program Salary	444,635.57	255,232.16	119,108.09	70,295.32
Program FICA/Fringe	<u>269,825.71</u>	<u>154,649.12</u>	<u>72,244.91</u>	<u>42,931.68</u>
	714,461.28	409,881.28	191,353.00	113,227.00
Program Other Expenses				
<i>*O&E includes:</i>				
advertising	4,000.00	4,000.00		
audit	4,000.00	4,000.00		
printing	1,000.00	1,000.00		
computer supplies	1,000.00	1,000.00		
office supplies	1,000.00	1,000.00		
food	1,000.00	1,000.00		
copy machine rental	1,500.00	1,500.00		
data processing equipment	5,000.00	5,000.00		
meetings, membership & dues	3,000.00	3,000.00		
One-Stop Lease Agreement	22,403.00	22,403.00		
books & subscriptions	100.00	100.00		
travel	500.00	500.00		
indirect cost	<u>10,000.00</u>	<u>10,000.00</u>		
Total Program Other Expenses	54,503.00	54,503.00		

Participant Cost			TANF	GA/SNAP	SNAP
Literacy - TANF	(Educ & Trn)		60,250.00		
Literacy - GA/SNAP	(Educ & Trn)		-	7,660.00	
ITA - TANF	(Educ & Trn)		-	-	
ITA - GA/SNAP	(Educ & Trn)		-	-	
St. John of God - TANF	(Educ & Trn)		126,000.00	-	
St. John of God - GA/SNAP	(Educ & Trn)		-	7,500.00	
Mid-Atlantic - TANF	(Educ & Trn)		120,955.00	-	
Mid-Atlantic - GA/SNAP	(Educ & Trn)		-	76,700.00	
Needs Based - TANF	(Educ & Trn)		30,000.00	-	
Needs Based - GA/SNAP	(Educ & Trn)		-	2,000.00	
ITA - CAVP	(Educ & Trn)		3,656.78		
Total Participant Cost			340,861.78	93,860.00	-
Case Management Admin					
Case Management Salary		15,472.46	8,200.54	6,442.18	829.74
Case Management Fringe		9,680.82	4,696.22	4,118.38	866.22
		25,153.28	12,896.76	10,560.56	1,695.96
Case Management Program					
Case Management Program Salary		114,728.14	58,338.26	48,405.80	7,984.08
Case Management Program Fringe		69,724.57	36,237.98	29,033.64	4,452.96
		184,452.71	94,576.24	77,439.44	12,437.04
CAVP Admin Salary					
CAVP Salary		-	-	-	-
CAVP Fringe		-	-	-	-
		-	-	-	-
CAVP Program Salary					
CAVP Program Salary		1,458.68	1,458.68		
CAVP Program Fringe		884.54	884.54		
		2,343.22	2,343.22		
Work Verification Salary*					
Work Verification Salary		-	-		
Work Verification Fringe		-	-		
		-	-		
TOTAL WFNU		1,574,914.00	1,390,481.99	411,833.99	142,801.00
		ADMIN	PROGRAM		

SEPARATE STATE FUNDING PROGRAMS

Contracted Services

Workfirst Learning Link 77,000.00

SmartSTEPS Program

SmartSTEPS Program 1,605.00

Salary -
1,605.00

Total Funding

Federal - WIOA 1,943,981.00

State:
WFNJ 1,574,914.00

Work Verification -

WLL 77,000.00

Smart Steps 1,605.00

Total PY 2017-18 Funding 3,597,500.00

W/OA-PY17		ADMIN	PROGRAM	PY16 FUNDS	
Adult	611,751.00	61,175.30	550,575.70	876,956.00	(265,205.00)
Youth	647,232.00	64,723.30	582,508.70	714,336.00	(67,104.00)
Dislocated Worker	684,998.00	68,499.60	616,498.40	767,939.00	(82,941.00)
				2,359,231.00	(415,250.00)

			Adult	Youth	Dislocated
	1,943,981.00	194,398.20	1,749,582.80		
Admin					
Admin FICA & Fringe Ben	57,987.91		17,132.53	20,598.37	21,297.01
Admin Salary*	95,690.29		29,001.41	31,909.09	33,739.80
			46,133.93	52,507.39	55,036.81
Admin Other Expenses					
<i>*O&E includes:</i>					
advertising	2,500.00		925.00	750.00	825.00
audit	3,000.00		1,110.00	900.00	990.00
printing	5,000.00		1,850.00	1,500.00	1,650.00
computer supplies	6,000.00		2,220.00	1,800.00	1,980.00
data processing equipment	2,000.00		740.00	600.00	660.00
office supplies	2,000.00		740.00	600.00	660.00
food	3,000.00		1,110.00	900.00	990.00
copy machine rental	5,020.00		1,832.00	1,506.00	1,682.00
meetings, mem & dues	1,000.00		370.00	300.00	330.00
travel	1,000.00		370.00	300.00	330.00
indirect cost	10,000.00		3,700.00	3,000.00	3,300.00
books & subscriptions	200.00		74.00	60.00	66.00
	194,398.20				
			61,174.93	64,723.39	68,499.81
Program			10,788.00	6,404.00	4,323.00
Program Salary	685,344.61		239,349.91	190,019.16	255,975.54
Program Fringe	415,771.12		145,203.51	115,267.08	155,300.54
	1,101,115.73		384,553.42	305,286.24	411,276.08
Program Other Expenses					
<i>*O&E includes:</i>					
advertising					
audit					
printing					
computer supplies					
office supplies					
data process/testing					
food					
copy machine					
meetings, mem & dues					
Indirect Cost		20,000.00	10,000.00	-	10,000.00
Future Works Contract		7,416.00	2,472.00	2,472.00	2,472.00
One-Stop Lease		25,050.00	8,350.00	8,350.00	8,350.00
Contracted Services					
Adult ITA		145,200.00	145,200.00	-	
Apprenticeship Program		-	-		
Youth Work Experience (20%)		58,000.00	-	58,000.00	
Youth Education & Career Ctr.		208,400.00	-	208,400.00	
Dislocated Worker ITA		184,400.00	-	-	184,400.00
		1,749,581.73	550,575.42	582,508.24	616,498.08

PY18 TANF	12%		PROGRAM	PY17 FUNDS	
	ADMIN				
Case Management	79,455.00	9,534.60	69,920.40	107,473.00	(28,018.00)
Work Activities	876,800.00	105,216.00	771,584.00	876,806.00	(6.00)
Work Verification	22,000.00	-	22,000.00	-	22,000.00
CAVP	22,220.00	2,666.40	19,553.60	6,000.00	16,220.00
Needs Based TANF	-	-	-	3,000.00	(3,000.00)
GA/SNAP					
Case Management	88,000.00	10,560.00	77,440.00	88,000.00	0.00
Work Activities	456,984.00	54,838.08	402,145.92	321,834.00	135,150.00
Needs Based GA/SN	-	-	-	2,000.00	(2,000.00)
SNAP					
Case Management	-	-	-	14,133.00	(14,133.00)
Work Activities	-	-	-	128,668.00	(128,668.00)
					(2,455.00)
	1,545,459.00	182,815.08	1,362,643.92		

Admin		TANF	GA/SNAP	SNAP
Salaries & Benefits TANF-GA/SNAP-SNAP				
Admin Salary	99,559.11	65,620.97	33,938.14	-
Admin Fringe	60,133.70	39,635.07	20,498.64	-
Total Salaries and Benefits	159,692.81	105,256.04	54,436.78	-
Admin Other Expenses				
<i>*O&E includes:</i>				
advertising				
audit				
printing				
computer/testing supplies				
office supplies				
food				
data processing				
building rental				
copier				
mtg, membsh, dues				
travel				
indirect cost				
Total Admin Other Expenses	159,692.81	105,256.04	54,436.78	-
Program				
Salary/Benefits TANF-GA/SNAP-SNAP				
Program Salary	442,972.16	260,692.13	182,280.03	-
Program FICA/Fringe	267,555.18	157,458.05	110,097.14	-
	710,527.34	418,150.18	292,377.17	-
Program Other Expenses				
<i>*O&E includes:</i>				
advertising	1,500.00	1,500.00		
audit	1,000.00	1,000.00		
printing	1,000.00	1,000.00		
computer supplies	1,000.00	1,000.00		
office supplies	1,000.00	1,000.00		
food	1,000.00	1,000.00		
copy machine rental	1,500.00	1,500.00		
data processing equipment	2,000.00	2,000.00		
meetings, membership & dues	3,000.00	3,000.00		
One-Stop Lease Agreement	18,410.00	18,410.00		
books & subscriptions	100.00	100.00		
travel	500.00	500.00		
indirect cost	10,000.00	10,000.00		
Total Program Other Expenses	42,010.00	42,010.00		

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Participant Cost		TANF	GA/SNAP	SNAP	LOS
Literacy - TANF	(Educ & Trn)	60,250.00			12
Literacy - GA/SNAP	(Educ & Trn)	-	7,660.00		2
ITA - TANF	(Educ & Trn)	-	-		
ITA - GA/SNAP	(Educ & Trn)	-	-		
St. John of God - TANF	(Educ & Trn)	126,000.00	-		25
St. John of God - GA/SNAP	(Educ & Trn)	-	7,500.00		2
Mid-Atlantic - TANF	(Educ & Trn)	120,955.00	-		25
Mid-Atlantic - GA/SNAP	(Educ & Trn)	-	76,700.00		15
Needs Based - TANF	(Educ & Trn)	56,000.00	-		50
Needs Based - GA/SNAP	(Educ & Trn)	-	56,000.00		50
ITA - CAVP	(Educ & Trn)	19,553.60			
Total Participant Cost		382,758.60	147,860.00	-	
Case Management Admin					
Case Management Salary		12,354.72	5,749.74	6,604.98	-
Case Management Fringe		7,462.25	3,472.84	3,989.41	-
		19,816.97	9,222.58	10,594.39	-
Case Management Program					
Case Management Program Salary		91,139.96	43,174.26	47,965.70	-
Case Management Program Fringe		55,048.54	26,077.25	28,971.28	-
		146,188.50	69,251.51	76,936.98	-
CAVP Admin Salary					
CAVP Salary		-	-	-	-
CAVP Fringe		-	-	-	-
		-	-	-	-
CAVP Program Salary					
CAVP Program Salary		-	-	-	-
CAVP Program Fringe		-	-	-	-
		-	-	-	-
Work Verification Salary*					
Work Verification Salary		13,256.04	13,256.04		
Work Verification Fringe		8,006.65	8,006.65		
		21,262.69	21,262.69		
TOTAL WFNJ		1,630,116.91	179,509.78	1,450,607.13	1,047,911.60
					582,205.32
					-
		ADMIN	PROGRAM		

SEPARATE STATE FUNDING PROGRAMS

Contracted Services		LOS
Workfirst Learning Link	77,000.00	77
SmartSTEPS Program		
SmartSTEPS Program	1,605.00	
Salary	-	
	<u>1,605.00</u>	
Total Funding		
Federal - WIOA	1,782,762.00	
State:		
WFNJ	1,574,914.00	
Work Verification	21,262.69	
WLL	77,000.00	
Smart Steps	<u>1,605.00</u>	
Total PY 2017-18 Funding	<u><u>3,457,543.69</u></u>	

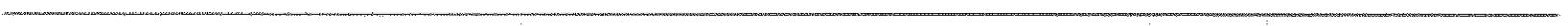
WIOA-PY18		ADMIN	PROGRAM	PY17 FUNDS	
Adult	593,196.00	59,319.60	533,876.40	611,751.00	(18,555.00)
Youth	540,880.00	54,088.00	486,792.00	647,232.00	(106,352.00)
Dislocated Worker	648,686.00	64,868.60	583,817.40	684,998.00	(36,312.00)
				1,943,981.00	(161,219.00)

1,782,762.00			178,276.20	1,604,485.80			
				Adult	Youth	Dislocated	
				33%	30%	37%	
Admin							
Admin FICA & Fringe Ben	46,177.03			12,762.50	17,055.11	17,399.42	
Admin Salary*	76,452.04			21,883.25	26,137.61	27,391.17	
				34,645.76	43,192.65	44,790.59	
Admin Other Expenses							
<i>*O&E includes:</i>							
advertising	5,000.00			1,650.00	1,500.00	1,850.00	
audit	6,000.00			1,980.00	1,800.00	2,220.00	
printing	5,000.00			1,650.00	1,500.00	1,850.00	
computer supplies	6,000.00			1,980.00	1,800.00	2,220.00	
data processing equipment	5,000.00			1,650.00	1,500.00	1,850.00	
office supplies	2,000.00			660.00	600.00	740.00	
food	3,000.00			990.00	900.00	1,110.00	
copy machine rental	5,020.00			1,832.00	1,506.00	1,682.00	
meetings, mem & dues	1,000.00			330.00	300.00	370.00	
travel	1,000.00			330.00	300.00	370.00	
indirect cost	10,000.00			3,300.00	3,000.00	3,700.00	
books & subscriptions	200.00			66.00	60.00	74.00	
	171,849.07						
				51,063.76	57,958.65	62,826.59	
				10,788.00	6,404.00	4,323.00	
Program							
Program Salary		618,824.19		238,179.72	129,076.97	251,567.50	
Program Fringe		373,769.81		143,860.55	77,962.49	151,946.77	
		992,594.00		382,040.27	207,039.46	403,514.27	
Program Other Expenses							
<i>*O&E includes:</i>							
advertising							
audit							
printing							
computer supplies							
office supplies							
data process/testing							
food							
copy machine							
meetings, mem & dues							
Indirect Cost		20,000.00		10,000.00	-	10,000.00	
Future Works Contract		7,416.00		2,472.00	2,472.00	2,472.00	
One-Stop Lease		25,050.00		8,350.00	8,350.00	8,350.00	
Contracted Services							
Adult ITA		145,200.00		145,200.00	-		LOS 30
Apprenticeship Program		-		-			
Youth Work Experience (20%)		58,000.00		-	58,000.00		
Youth Education & Career Ctr.		208,400.00		-	208,400.00		53
Dislocated Worker ITA		184,400.00		-	-	184,400.00	37
		1,641,060.00		548,062.27	484,261.46	608,736.27	

PY16 TANF	12%		
	ADMIN	PROGRAM	
Case Management	181,169.00	21,740.28	159,428.72
Work Activities	976,806.00	117,216.72	859,589.28
Work Verification	28,400.00	-	28,400.00
CAVP	12,000.00	1,440.00	10,560.00
Needs Based TANF	3,000.00		3,000.00
GA/SNAP			
Case Management	93,537.00	11,225.00	82,312.00
Work Activities	361,834.00	43,421.00	318,413.00
Needs Based GA/SN	2,000.00		2,000.00
SNAP			
Case Management	20,000.00	2,400.00	17,600.00
Work Activities	138,668.00	16,641.00	122,027.00
	1,817,414.00	214,084.00	1,603,330.00

Admin		TANF	GA/SNAP
Salaries & Benefits TANF-GA/SNAP			
Admin Salary	98,561.43	72,152.72	26,508.71
Admin FICA/Fringe	60,647.18	44,352.28	16,294.90
Total Salaries and Benefits	159,308.61	116,505.00	42,803.61
Admin Other Expenses			
<i>*O&E includes:</i>			
advertising			
audit			
printing			
computer/testing supplies			
office supplies			
food			
data processing			
building rental			
copier			
mtg, membsh, dues			
travel			
indirect cost			
Total Admin Other Expenses	159,308.61	116,505.00	42,803.61
Program			
Salary/Benefits TANF-GA/SNAP			
Program Salary	377,819.96	248,867.50	128,952.46
Program FICA/Fringe	232,245.93	152,978.85	79,267.08
	610,065.89	401,846.35	208,219.54
Program Other Expenses			
<i>*O&E includes:</i>			
advertising	1,000.00	1,000.00	
audit	4,000.00	4,000.00	
printing	2,000.00	2,000.00	
computer supplies	-	-	
office supplies	1,500.00	1,500.00	
food	500.00	500.00	
copy machine rental	1,100.00	1,100.00	
meetings, membership & dues	2,000.00	2,000.00	
One-Stop Lease Agreement	22,403.00	22,403.00	
books & subscriptions	500.00	500.00	
travel	500.00	500.00	
indirect cost	5,000.00	5,000.00	
Total Program Other Expenses	40,503.00	40,503.00	

|



Participant Cost				LOS
Literacy - TANF	(Educ & Trn)	80,800.00		20
Literacy - GA/SNAP	(Educ & Trn)	-	10,000.00	3
ITA - TANF	(Educ & Trn)	-	-	0
ITA - GA/SNAP	(Educ & Trn)	-	-	0
St. John of God - TANF	(Educ & Trn)	168,000.00	-	42
St. John of God - GA/SNAP	(Educ & Trn)	-	10,000.00	3
Mid-Atlantic - TANF	(Educ & Trn)	142,300.00	-	36
Mid-Atlantic - GA/SNAP	(Educ & Trn)	-	90,182.00	23
Needs Based - TANF	(Educ & Trn)	3,000.00	-	60
Needs Based - GA/SNAP	(Educ & Trn)	-	2,000.00	40
ITA - CAVP	(Educ & Trn)	8,293.67		
Total Participant Cost		514,575.67	402,393.67	112,182.00
Case Management Admin				
Case Management Salary		63,837.90	13,083.20	50,754.70
Case Management FICA/Fringe		39,241.16	8,042.24	31,198.91
		103,079.06	21,125.44	81,953.61
Case Management Program				
Case Management Program Salary		105,127.95	98,701.71	6,426.24
Case Management Program FICA/Fringe		64,622.15	60,671.94	3,950.21
		169,750.10	159,373.65	10,376.45
CAVP Admin Salary				
CAVP Salary		803.28	803.28	
CAVP FICA/Fringe		493.78	493.78	
		1,297.06	1,297.06	
CAVP Program Salary				
CAVP Program Salary		1,403.56	1,403.56	
CAVP Program FICA/Fringe		862.77	862.77	
		2,266.33	2,266.33	
Work Verification Salary*				
Work Verification Salary		17,124.36	17,124.36	
Work Verification FICA/Fringe		10,526.34	10,526.34	
		27,650.70	27,650.70	
TOTAL WFNJ		1,628,496.42	1,364,811.69	330,777.99
		ADMIN	PROGRAM	PROGRAM

SEPARATE STATE FUNDING PROGRAMS

Contracted Services

Workfirst Learning Link -

SmartSTEPS Program

SmartSTEPS Program -

Salary -

Total Funding

Federal - WIA 2,359,230.00

State:

WFNJ 1,628,496.42

Work Verification 27,650.70

WLL -

Smart Steps -

Total PY 2015-16 Funding 3,987,726.42

WIA-PY16		ADMIN	PROGRAM
Adult	876,956.00	87,695.60	789,260.40
Youth	714,336.00	71,433.60	642,902.40
Dislocated Worker	767,939.00	76,793.90	691,145.10

		2,359,231.00	235,923.10	2,123,307.90			
					Adult	Youth	Dislocated
					37%	30%	33%
Admin							
Admin FICA & Fringe Ben	72,914.48				26,978.36	21,874.35	16,060.00
Admin Salary*	118,618.00				26,656.00	28,485.00	39,143.94
					53,634.36	50,359.35	55,203.94
Admin Other Expenses							
<i>*O&E includes:</i>							
advertising	500.00				185.00	150.00	165.00
audit	3,000.00				1,110.00	900.00	990.00
printing	4,000.00				1,480.00	1,200.00	1,320.00
computer supplies	7,000.00				2,590.00	2,100.00	2,310.00
data processing equipment	2,500.00				925.00	750.00	825.00
office supplies	1,500.00				555.00	450.00	495.00
food	4,000.00				1,480.00	1,200.00	1,320.00
copy machine rental	5,020.00				1,857.40	1,506.00	1,656.60
meetings, mem & dues	4,000.00				1,480.00	1,200.00	1,320.00
travel	2,000.00				740.00	600.00	660.00
indirect cost	5,000.00				1,849.99	1,500.00	1,650.00
books & subscriptions	989.90				366.26	296.97	326.67
	231,042.38						
					68,253.01	62,212.32	68,242.21
Program							
Program FICA & Fringe	348,059.91				152,683.93	62,094.75	133,281.23
Program Salary*	566,226.11				248,387.71	101,015.18	216,823.22
	914,287.28				401,071.64	163,109.93	350,105.71
Program Other Expenses							
<i>*O&E includes:</i>							
advertising							
audit							
printing							
computer supplies							
office supplies							
data process/testing							
food							
copy machine							
meetings, mem & dues							
Future Works Contract	6,481.00				2,472.00	2,472.00	2,472.00
One-Stop Lease	25,000.00						25,000.00
Contracted Services							
Adult ITA	275,000.00				275,000.00	-	
Youth Summer Program	128,580.40				-	128,580.40	
Youth 1-Stop Program - GCIT	340,000.00				-	340,000.00	
Dislocated Worker ITA	317,000.00				-	-	317,000.00
	2,006,348.68				746,796.65	696,374.65	762,819.92
							LOS
							70
							27
							85
							79

—

The Gloucester County Workforce Development Board is chartered with distribution of federal and state workforce investment funding through the oversight of and long term planning for jobs-based workforce development programs and services. These dollars and their distribution, described in the attachment, cover the last two years and the current year (2014, 2015, and 2016).

Federal dollars (Adult, Dislocated Worker, and Youth) come through Workforce Investment Act funds (WIA). State funds include Work First NJ, and Workforce Learning Link. All of these dollars are formula based and vary from year to year. Funding has remained fairly consistent in the last three (3) years.

Total funding for the current year to date, (7/1/14 thru 6/30/15) is \$4,028,724.00

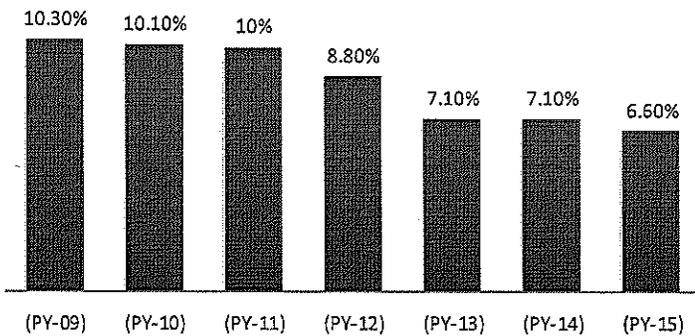
FUNDING STREAMS	AMOUNT
WIOA	\$2,000,087.00
Work First NJ	\$1,848,705.00
Workforce Learning Link	\$35,000.00
WDP Administrative	\$36,233.00
WDP (ITA)ONLY	\$108,699.00

ADMINISTRATIVE ACTIVITIES

This year the Workforce Investment Board has been through a restructuring process due to changes in the federal law and state regulation after the passage of the 2014 Workforce Innovation and Opportunity Act. Transition and Implementation of (WIOA) regulations started on July 1, 2015. Some of the notable changes include:

- The Workforce Development Board will no longer be called the (WIB) Workforce Investment Board it will be designated as a new board named the Gloucester County Workforce Development Board or (WDB).
- The Board will consist of less mandatory board members and representation on the board should be based on local industry makeup.
- A new marketing and branding strategy will need to accompany this newly created Workforce Development Board and the One Stop as "The American Job Center".
- The Executive Committee has consolidated obsolete and non-performing committees as well as decreased the amount of mandatory meetings from 87 meetings in 2014 to 26 meetings in 2015.

GLOUCESTER COUNTY UNEMPLOYMENT RATE 2009 - 2015



In anticipation for the next funding cycle we have to look at the short term and long term unemployment trends. The unemployment rate in the county is lower at 6.6%, however the under employment rate could be as high as 17%, and the unemployment rate for recent college graduates is over 15%. Our funding is based on formula funding, as a result, the Gloucester County local area could possibly see a reduction in funding as the unemployment rate decreases, although we have not seen that trend. (See chart above)

WDB COMMITTEES

The Current Committees include:

- Executive / One Stop Operations Committee(made up of all committees Chairs and Co-Chairs)
- Budget and Resource Analysis Committee
- Marketing and Business Outreach Committee
- Apprenticeship and Industry Development Committee
- Youth Development Council
- Community Needs Assessment , Disability and Literacy Committee
-

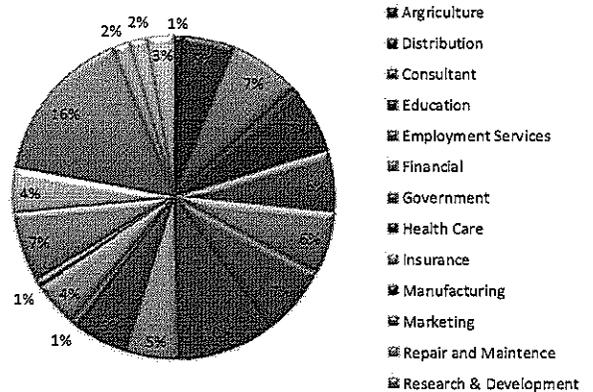
JOB FAIRS AND CAREER RESOURCE EVENTS

- One of the largest impacts on job placement has been through the WDB Job Fairs and positive recruitment events. Workforce Development Board has held 4 job fairs this year that served over 1500 people and introduced jobseekers to over 90 different companies with job opportunities.
- As a result over 100 individuals were hired by an array of Gloucester County companies. Below is a breakdown of what types of

BUSINESS OUTREACH AND PARTNERSHIPS

- WDB collaboration with Pascale Sykes, United Way and SJTA has resulted in the much needed Purland East West Shuttle service.
- The WDB has partnered with the NJ College Consortium, Rowan College of Gloucester County and the NJ DOL to provide new and incumbent worker training programs for the following companies.
 - The Northland Group, West Deptford
 - Kelloggs, Vineland
 - (Atlantic City Electric) Pepco Holdings, Gloucester, Salem, Cumberland, Atlantic counties
- Our local area businesses have been able to utilize the unique training options offered by the NLWD as a result of staff introducing these opportunities to local businesses through a series of Small Business Spotlights and informations sessions.
- Through the Marketing and Business Outreach committee, the WDB has developed a more successful marketing strategy incorporating the use of social media and bi monthly WDB email blast through the Gloucester County Chamber of Commerce. This has increased awareness of our resources/programs to local area businesses threefold.

INDUSTRIES BREAKDOWN JOB FAIRS



2015 Job Fair Employer Testimonials

"I am sold on the effectiveness of this process and these are qualified candidates, who want to work."

Donna Carter, Human Resource Manager - Tech Data Corporation
Logistics & Integration Center

"I wanted to express my gratitude for allowing Twin Oaks Community Services to be a part of the Job Fair this past Friday. I met with a ton of qualified applicants who appear to be a great fit for our organization. Both you and the rest of your team did a wonderful job ensuring that this event was so successful, thank you and I look forward to next year."

Courtney Dercqu - Twin Oaks Community Services

"THE AMERICAN JOB CENTER"

WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2014-2015

Program Year 2014(July 1, 2014 to June 30, 2015):

The Gloucester County/Thorofare One Stop served 33,698 individuals in PY-14 that is a **29% increase in clients over the prior year.** However, since May of 2015 when Unemployment Insurance Division was removed for the Thorofare One stop we have seen a monthly drop in participation in the range of 10% - 25% per month. The Gloucester County One-Stop performance measurements are as follows, of the nine (9) measures, we are exceeding five (5) and meeting four (4). Local areas must either exceed or meet federal and state standards in order to continue to receive funding.

Participants Served	33,698
One-Stop Orientation	1,073
Job Search Assistance Workshop	3,407
Assessments	2,439
Job Openings Received	4,891
Staff Assisted Services	2,990
Job Placements	764
DVR Rehabs	160
Job Orders	1,763
Tuition Waivers	66
Learning Link Participants	115
Classroom Training Grants	172
Youth One-Stop	52
Youth Spring Program	n/a
Youth Summer Program	48
Testing (all programs)	432
Career Beacon Workshop	1,048
Counseling	4936
Appointments (initial)	
WFNJ "To Work" Program (TANF, GA, FS)	1164
CAVP/Post TANF (classroom training)	1

- Unemployment Insurance (UI) Division has been consolidated by the state and they no longer cohabitate at the One Stop in Thorofare. The regional office is now in Camden.
- A "policy and procedure" manual was created to cover all staff activities of the WDB and One Stop Career Center.
- A new system was designed to track and monitor the WFNJ gift card incentive program.
- The Gloucester County Library of Mullica Hill continues to be a valuable partner in working with county individuals seeking job search assistance. The Library is referred to as the "One-Stop after hours" since they operate during the evening and on weekends. A Library representative continues to give a presentation each month during the job search workshop conducted at the One-Stop for TANF/GJOBS customers.
- A representative from Mid Atlantic Careers Center (Gloucester/Salem/Cumberland vicinage) continues to meet with the TANF/GJOBS customers and explains the process for expunging of criminal records. This service is critical to individuals seeking employment and training opportunities.

WDB BUSINESS RETENTION PROGRAM

BUSINESS RETENTION STATS JANUARY 2015 – OCTOBER 2015

Number of Companies	67
Employees Hired	169
Training Programs Designed	6
Positive One Stop Placements	60

- Business Retention continues to be a departmental priority. WDB staff regularly visits area employers to assess their needs and provide referrals and assistance. Sixty Seven companies were

visited. Multiple companies required more than one visit. We introduced and encouraged employers to take advantage of the state hiring incentives and training incentives offered by the State of NJ. The state reps that cover the state programs also joined us for the majority of these visits.

- Relationships have been established with the New Jersey Talent Networks: TLD, Retail, Hospitality & Tourism, Health Care, Financial Services, and Advanced Manufacturing talent networks. The representatives from these Talent Networks have become a valuable resource for the WDB and our area companies. These relationships continue to be strengthened. When available, representatives from the Talent Networks, join us when we visit local employers.
- Many of our local employers have benefited from the hiring and training incentives offered through the State of New Jersey. **This year 169 individuals were hired through the efforts of our Business Retention Program.**

Significant Youth Activities/ Youth One Stop

- The WDB contract with GCIT to operate the Youth One-Stop Center for PY 14 was approved by the Board of Chosen Freeholders. This program will serve “at risk” youth between the ages of 16 and 24. Most youth are high school drop outs and need to obtain their GED. It has always been our belief that these young people dropped out of high school because they didn’t mesh well with their peers or with the protocol of the school system. Students entering the Youth One Stop have indicated they enjoy the atmosphere and want to learn and obtain their GED. Being in a non-traditional educational environment has been a great benefit to these youth. In June 2015, 18 young people walked to

receive their NJ Diploma during the graduation ceremony.

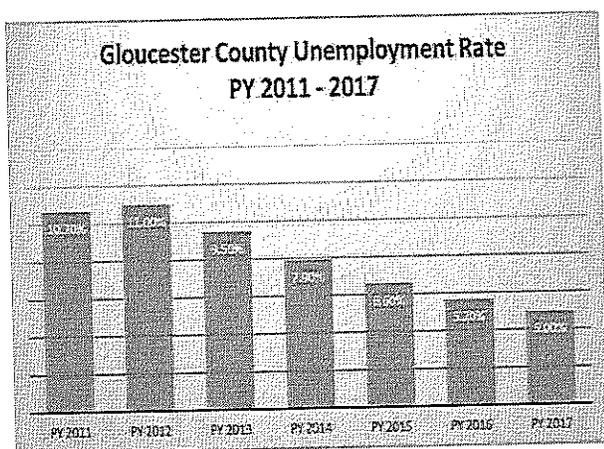
- In PY 15, the Gloucester County Youth Development Council established requirements for 4 additional youth criteria based on the new WIOA requirements. This includes career development, job shadowing and on the job training elements that were not previously required. The WDB has been working with the Youth One Stop vendor to ensure all these criteria are met by July 2016.
- The WDB contract with GCIT to operate a Summer Youth Program was approved by the Board of Chosen Freeholders. The summer program was conducted from July 7, 2015 through August 20, 2015. Forty eight students were enrolled in a “work and learn” experience and earned a stipend for their efforts. Work projects included painting, general maintenance, general job skill training and landscaping. Students also participated in educational, support and recreational services. They spent one day a week in a “career exploration” activity.
- Due to funding limitations for PY2015 and the addition of work experience criteria added to the WIOA youth, the fate of the Summer Youth program has not been determined for the 2015 summer.



WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

The Gloucester County Workforce Development Board is chartered with distribution of federal and state workforce investment funding through the oversight of and long term planning for jobs-based workforce development programs and services. These dollars and their distribution, described in the attachment, cover the last two years and the current year (2016 and 2017).

Federal dollars (Title I - Adult, Dislocated Worker, and Youth) come through Workforce Innovation and Opportunity Act funds (WIOA). State funds include Work First NJ, and Workforce Learning Link. Some of these dollars (Title I) are formula based and all funding streams vary from year to year. In the past two years, funding has been flat or has decreased.



In anticipation for the next funding cycle we have to look at the short term and long term unemployment trends. The unemployment rate in the county is 5%, however the under employment rate could be as high as 8.5%, and the unemployment rate for recent college graduates is over 12%. Our funding is based on formula funding, as a result, the Gloucester County local area has seen a slight increase in funding and it is anticipated that future funding will remain at the same levels.

Total funding for PY 16 (7/1/16 thru 6/30/17)
\$4,037,727.42

FUNDING STREAMS	AMOUNT
WIOA	\$ 2,359,231.00
Work First NJ	\$ 1,628,496.42
Workforce Learning Link	\$ 50,000.00

ADMINISTRATIVE ACTIVITIES

This year the Workforce Development Board has continued to evolve and create new strategies due to changes in the federal law and state regulation after the passage of the 2014 Workforce Innovation and Opportunity Act. Some of the notable activities include:

- The Workforce Development Board submitted local and regional plans that better reflect the workforce and economic needs in the area.
- The WDB, following the RFP process as mandated by WIOA, appointed the County of Gloucester as the One-Stop Operator of the American Job Center.
- The WDB recognizes that performance outcomes have changed and will view the new performance criteria as a way to enhance current and future workforce programs.
- A new marketing and branding strategy was implemented in order to rebrand the One-Stop Career Center as the **American Job Center** of Gloucester County.
- A comprehensive brochure outlining all the services at the American Job Center was created and distributed. The brochure is called the "Opportunity Guide," and has been circulated to over 2,500 people.
- A Job list was created for job seekers that lists the most updated jobs available within the region. This listing is updated bi-weekly by the WDB/Economic Development staff.
- New WDB policies were created regarding:
 - WIOA ITA increased to \$5,000
 - Selective Service registration requirements
 - Supportive Services for WIOA Adult/Dislocated/Youth participants
 - Priority of Service – Adult

WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

WDB COMMITTEES

The Current Committees include:

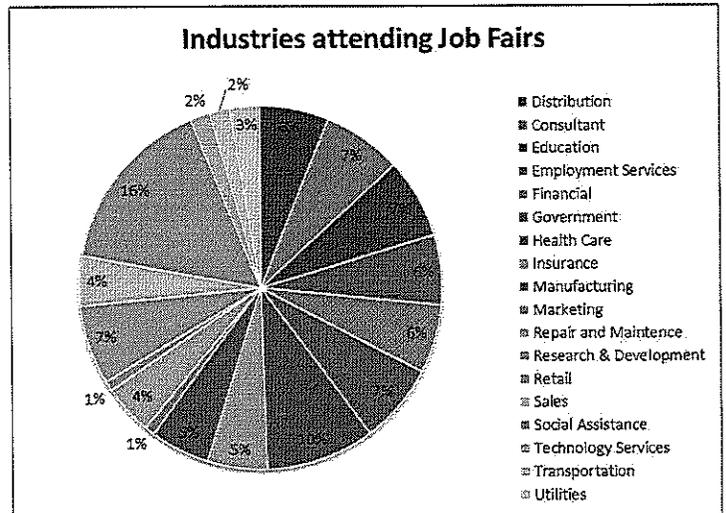
- Executive / One Stop Operations Committee(made up of all committees Chairs and Co-Chairs)
- Budget and Resource Analysis Committee
- Marketing and Business Outreach Committee
- Apprenticeship and Industry Development Committee
- Youth Development Council
- Community Needs Assessment , Disability and Literacy Committee

BUSINESS OUTREACH AND PARTNERSHIPS

- In 2014, WDB collaborated with Pascale Sykes, United Way and SJTA, which has resulted in the creation of the Purland East West Shuttle with ridership growing over 200% since its inception.
- The WDB has partnered with the NJ College Consortium, Rowan College of Gloucester County and the NJ LWD to provide new and incumbent worker training programs for the following companies.
 - Lamatek, West Deptford
 - Kelloggs, Vineland
 - Performance Foodservice/Roma
 - VWR
 - CareFinders Total Care
 - CDM Electronics
 - American Flux & Metals
 - Virtua/Jefferson South
- Our local area businesses have been able to utilize the unique training options offered by the NLWD as a result of staff introducing these opportunities to local businesses through a series of Small Business Spotlights and informations sessions.
- Through the Marketing and Business Outreach committee, the WDB has developed a more successful marketing strategy incorporating the use of social media and bi monthly WDB email blast through the Gloucester County Chamber of Commerce. This has increased awareness of our resources/programs to local area businesses threefold.

JOB FAIRS AND CAREER RESOURCE EVENTS

- One of the largest impacts on job placement has been through the WDB Job Fairs and positive recruitment events. **Workforce Development Board has held 4 job fairs this year that served over 2,500 people and introduced jobseekers to over 125 different companies with job opportunities.**
- As a result, **over 150 individuals were hired** by an array of Gloucester County companies. Below is a breakdown of employer types:

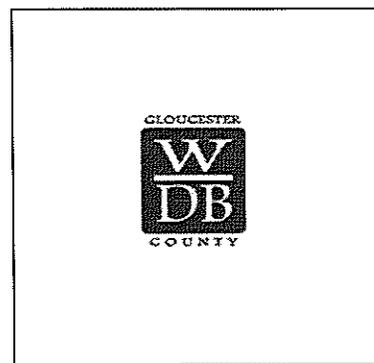


2016-2017 Job Fair Employer Testimonials

"We have been to other job fairs and this is by far the best!"
Glenda Pizarro - Pepsi

"Always seem to hit a home run when we attend this job fair."
Jeanne Alvarez – Shop Rite

"We always make great connections attending this job fair."
Kathleen Monzo- ServPro



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AJC Orientation	1,281
Job Search Assistance Workshop	3,572
Assessments	842
Job openings Received	6,657
Staff Assisted Services	1,004
Job Placements	1,013
DVR Rehabs	
Job Orders	2,766
Tuition Waivers	12
Learning Link Participants	68
Classroom Training Grants	133
Youth Education & Career Center	53
Month 5	66

performance indicators such as "Effectiveness in serving Employers" has yet to be determined.

Performance Indicators:

Employment Rate (2nd Q after exit)

Employment Rate (4th Q after exit)

Median Income (2nd Q after exit)

Credential rate

Measureable Skill Gains

Effectiveness in Serving Employers

- The Gloucester County Library of Mullica Hill continues to be a valuable partner in working with county individuals seeking job search assistance. A Library representative continues to give a presentation each month during the job search workshop conducted at the AJC for TANF/GJOBS customers.
- A representative from Mid Atlantic Careers

WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

WDB BUSINESS RETENTION PROGRAM

BUSINESS RETENTION STATS June 30, 2016-July 1, 2017

Number of Companies	105
Employees Hired	75
Training Programs Designed	7

- Business Retention continues to be a departmental priority. WDB staff regularly visits area employers to assess their needs and provide referrals and assistance. During the program year, 105 companies were visited. Multiple companies required more than one visit. We introduced and encouraged employers to take advantage of the hiring incentives and training incentives offered by the State of NJ. The representatives that oversee the state programs in local area, also joined us for the majority of these visits.
- Relationships have been established with the New Jersey Talent Networks: TLD, Retail, Hospitality & Tourism, Health Care, Financial Services, and Advanced Manufacturing. The representatives from these Talent Networks have become a valuable resource for the WDB and our area companies. These relationships continue to be strengthened. When available, representatives from the Talent Networks, join us when we visit local employers.
- Many of our local employers have benefited from the hiring and training incentives offered through the State of New Jersey. **This year 75 individuals were hired through the efforts of our Business Retention Program.**

Youth Activities: Youth Education and Career Center

- The WDB contracts with GCIT to operate the Youth Education and Career Center (YECC) for PY 16. The period of the contract July 1, 2016 to June 30, 2020, which was approved and awarded by the Gloucester County Board of Chosen Freeholders – the fiscal agent. This program will serve out of school (OSY) and in-school (ISY) youth between the ages of 16 and 24. Most of the youth are high school drop outs and need to obtain their HSE. It has always

been the WDB's belief that these young people dropped out of high school because they didn't mesh well with their peers or with the protocol of the school system. Students enrolled in the Youth Education and Career Center (YECC) have indicated that they enjoy the atmosphere and want to learn and obtain their HSE. Being in a non-traditional educational environment has been a great benefit to these youth. In June 2017, 15 young people receive their NJ High School Diploma.

- During the program year, the Gloucester County Youth Development Council continues to work with GCIT and YECC in order to reaffirm the 14 program elements as set forth in WIOA, with priority on four (4) of the elements that were new deliverables. This includes career development, stackable credentials separate from the HSE, job shadowing and on the job training. The WDB has been working with the local the Youth provider to ensure that the youth elements are met on a consistent basis.
- The WDB contracted with GCIT to operate a Summer Youth Program was approved by the Board of Chosen Freeholders. The summer program was conducted from June, 2016 through September, 2017. Twenty-two students were enrolled in a "work and learn" experience and earned a stipend for their efforts. Work projects included painting, general maintenance, general job skill training and landscaping. Students also participated in educational, support and recreational services. They spent one day a week in a "career exploration" activity.



WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

WDB COMMITTEES

The Current Committees include:

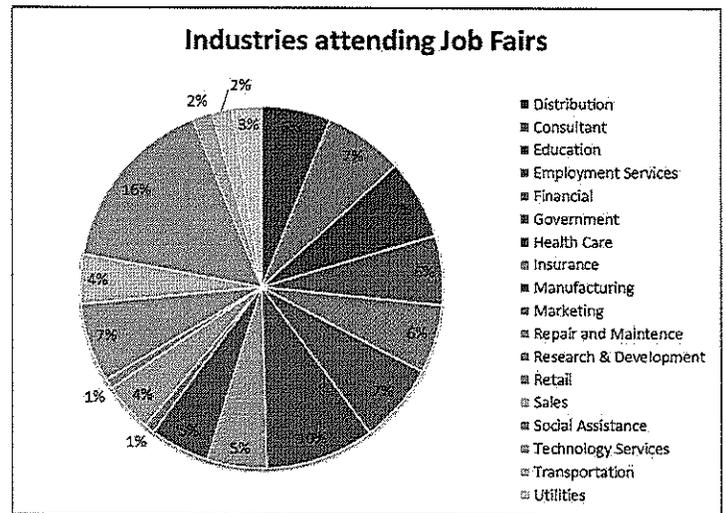
- Executive / One Stop Operations Committee(made up of all committees Chairs and Co-Chairs)
- Budget and Resource Analysis Committee
- Marketing and Business Outreach Committee
- Apprenticeship and Industry Development Committee
- Youth Development Council
- Community Needs Assessment , Disability and Literacy Committee

BUSINESS OUTREACH AND PARTNERSHIPS

- In 2014, WDB collaborated with Pascale Sykes, United Way and SJTA, which has resulted in the creation of the Purland East West Shuttle with ridership growing over 200% since its inception.
- The WDB has partnered with the NJ College Consortium, Rowan College of Gloucester County and the NJ LWD to provide new and incumbent worker training programs for the following companies.
 - Lamatek, West Deptford
 - Kelloggs, Vineland
 - Performance Foodservice/Roma
 - VWR
 - CareFinders Total Care
 - CDM Electronics
 - American Flux & Metals
 - Virtua/Jefferson South
- Our local area businesses have been able to utilize the unique training options offered by the NLWD as a result of staff introducing these opportunities to local businesses through a series of Small Business Spotlights and informations sessions.
- Through the Marketing and Business Outreach committee, the WDB has developed a more successful marketing strategy incorporating the use of social media and bi monthly WDB email blast through the Gloucester County Chamber of Commerce. This has increased awareness of our resources/programs to local area businesses threefold.

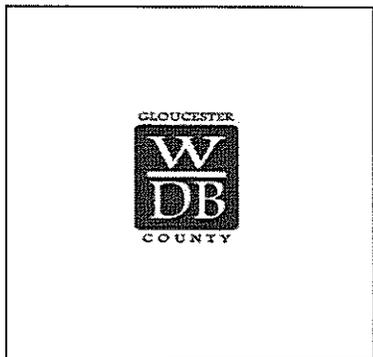
JOB FAIRS AND CAREER RESOURCE EVENTS

- One of the largest impacts on job placement has been through the WDB Job Fairs and positive recruitment events. **Workforce Development Board has held 4 job fairs this year that served over 2,500 people and introduced jobseekers to over 125 different companies with job opportunities.**
- As a result, **over 150 individuals were hired** by an array of Gloucester County companies. Below is a breakdown of employer types:



2016-2017 Job Fair Employer Testimonials

- "We have been to other job fairs and this is by far the best!"*
Glenda Pizarro - Pepsi
- "Always seem to hit a home run when we attend this job fair."*
Jeanne Alvarez - Shop Rite
- "We always make great connections attending this job fair."*
Kathleen Monzo- ServPro



WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

American Job Center

(July 1, 2016 to June 30, 2017).

The American Job Center of Gloucester County served 16,275 individuals in PY-17 that is a 48% decrease in number of clients over the 2014 program year. *The decrease is a direct correlation to when the Unemployment Insurance Division was removed from the AJC. Since then, we have seen a monthly drop in participation in the range of 25% to 40% per month.*

However, there has been an increase in the number of customers participating in the AJC's, Basic Career Services as well as Individualized Career Services. The WDB believes the increase occurred because of new marketing initiatives to include expanded outreach activities and new promotional activities.

Local AJC Statistics

Participants Served	16,275
AJC Orientation	1,281
Job Search Assistance Workshop	3,572
Assessments	842
Job openings Received	6,657
Staff Assisted Services	1,004
Job Placements	1,013
DVR Rehabs	
Job Orders	2,766
Tuition Waivers	12
Learning Link Participants	68
Classroom Training Grants	133
Youth Education & Career Center	53
Youth Summer Program	22
Testing (all programs)	534
Counseling Appointments (initial ITA)	470
WFNJ "To Work" Programs (TANF, GA, SNAP)	301

- **New Performance Indicators:** Starting July 1, 2016 new performance indicators were established under WIOA. Gloucester County's overall performance, under the new indicators, are as follows: of the eleven (11) measures, we are exceeding eight (8) meeting two (2) and have not met 1 one (Youth Credential Attainment). It should be noted that overall performance, as outlined, is an estimate since not all the data sets are available.
- Starting PY 16, the Gloucester County WDB will be responsible and oversee the Performance Goals of not only WIOA Title I (Adult, Dislocated and Youth) but also Title II – Adult Literacy, Title III – Wagner-Peyser/Employment Service and Title IV – DVRS – Recognized and core partners of the comprehensive AJC of Gloucester County. It should be noted the performance indicators do not apply to all of the partners, such as DVRS until after PY 2017. Additionally, some of the performance indicators such as "Effectiveness in serving Employers" has yet to be determined.

Performance Indicators:

Employment Rate (2nd Q after exit)

Employment Rate (4th Q after exit)

Median Income (2nd Q after exit)

Credential rate

Measureable Skill Gains

Effectiveness in Serving Employers

- The Gloucester County Library of Mullica Hill continues to be a valuable partner in working with county individuals seeking job search assistance. A Library representative continues to give a presentation each month during the job search workshop conducted at the AJC for TANF/GJOBS customers.
- A representative from Mid Atlantic Careers Center (Gloucester/Salem/Cumberland vicinage) continues to conduct Expungement Workshops. The workshop is open to all AJC customers and explains the process for expunging of criminal records. This service is critical to individuals seeking employment and training opportunities.

americanjobcenter®

WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2016

WDB BUSINESS RETENTION PROGRAM

BUSINESS RETENTION STATS June 30, 2016-July 1, 2017

Number of Companies	105
Employees Hired	75
Training Programs Designed	7

- Business Retention continues to be a departmental priority. WDB staff regularly visits area employers to assess their needs and provide referrals and assistance. During the program year, 105 companies were visited. Multiple companies required more than one visit. We introduced and encouraged employers to take advantage of the hiring incentives and training incentives offered by the State of NJ. The representatives that oversee the state programs in local area, also joined us for the majority of these visits.
- Relationships have been established with the New Jersey Talent Networks: TLD, Retail, Hospitality & Tourism, Health Care, Financial Services, and Advanced Manufacturing. The representatives from these Talent Networks have become a valuable resource for the WDB and our area companies. These relationships continue to be strengthened. When available, representatives from the Talent Networks, join us when we visit local employers.
- Many of our local employers have benefited from the hiring and training incentives offered through the State of New Jersey. **This year 75 individuals were hired through the efforts of our Business Retention Program.**

Youth Activities: Youth Education and Career Center

- The WDB contracts with GCIT to operate the Youth Education and Career Center (YECC) for PY 16. The period of the contract July 1, 2016 to June 30, 2020, which was approved and awarded by the Gloucester County Board of Chosen Freeholders – the fiscal agent. This program will serve out of school (OSY) and in-school (ISY) youth between the ages of 16 and 24. Most of the youth are high school drop outs and need to obtain their HSE. It has always

been the WDB's belief that these young people dropped out of high school because they didn't mesh well with their peers or with the protocol of the school system. Students enrolled in the Youth Education and Career Center (YECC) have indicated that they enjoy the atmosphere and want to learn and obtain their HSE. Being in a non-traditional educational environment has been a great benefit to these youth. In June 2017, 15 young people receive their NJ High School Diploma.

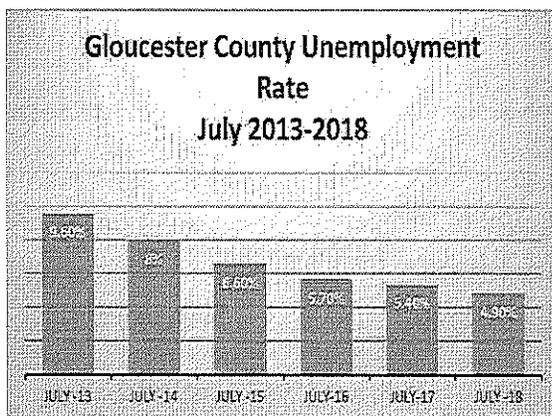
- During the program year, the Gloucester County Youth Development Council continues to work with GCIT and YECC in order to reaffirm the 14 program elements as set forth in WIOA, with priority on four (4) of the elements that were new deliverables. This includes career development, stackable credentials separate from the HSE, job shadowing and on the job training. The WDB has been working with the local the Youth provider to ensure that the youth elements are met on a consistent basis.
- The WDB contracted with GCIT to operate a Summer Youth Program was approved by the Board of Chosen Freeholders. The summer program was conducted from June, 2016 through September, 2017. Twenty-two students were enrolled in a "work and learn" experience and earned a stipend for their efforts. Work projects included painting, general maintenance, general job skill training and landscaping. Students also participated in educational, support and recreational services. They spent one day a week in a "career exploration" activity.



WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2017-2018

The Gloucester County Workforce Development Board is responsible for the distribution of federal and state workforce investment funding through the oversight of and long term planning development workforce development programs and services. These programming dollars and their distribution, described in the attachment, is an overview of these programming allotments.

Federal dollars (Title I - Adult, Dislocated Worker, and Youth) come through Workforce Innovation and Opportunity Act funds (WIOA). State funds include Work First NJ, and Workforce Learning Link. Some of these dollars (Title I) are formula based and all funding streams vary from year to year. In the past two years, funding has been flat or has decreased.



In anticipation for the next funding cycle, the Workforce Development Board (WDB) must consider the short term and long term unemployment trends. The unemployment rate, as of July 1, 2018 in Gloucester County was 4.9%. However, the under employment rate could be as high as 8.5%. WIOA funding is based on formula funding, as a result, the Gloucester County local area has seen a 17.6% decrease in WIOA funding along with an additional decrease of 3.4% in WFNJ funding.

Total funding for PY 17 (7/1/17 thru 6/30/18)
\$ 3,809,995

FUNDING STREAMS	AMOUNT
WIOA	\$ 1,943,981.00
Work First NJ	\$ 1,574,914.00
Workforce Learning Link	\$ 77,000.00

ADMINISTRATIVE ACTIVITIES

This year the Workforce Development Board has continued to evolve and create new strategies regardless of funding cuts and performance criteria as outlined in WIOA. Some of the notable activities include:

- In January, 2018 The Workforce Development Board submitted the American Job Center’s MOU between Gloucester County and WIOA partners to include a One-Stop Operating Budget and the Infrastructure Funding Agreement (IFA).
- In February, 2018 the WDB launched the Mobile Job Center to 930 recipients, which by June increased to over 4,000 subscribers. (Subscribers receive a text on their cell phone that allows them to view employer recruitments, job listings, job fair announcements and other events).
- In conjunction with the Mobile Job Center launch in February, the WDB sponsored an “Open House” at the American Job Center.
- The Mobile Job Center initiative has significantly increased the number of participants at the AJC. Enrollments in the positive recruitments increased by 30% and all other services at the AJC by over 17%.
- The job list continues to be circulated via e-mail and the Mobile Job Center texting. The listing communicates to job seekers the most updated jobs available within the region. This listing is updated bi-weekly by the WDB/Economic Development staff.

WDB COMMITTEES

The Current Committees include:

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- Youth Development Council
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WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2017-2018

BUSINESS OUTREACH AND PARTNERSHIPS

- The WDB continues to collaborate with Pascale Sykes, United Way, and SJTA, concerning the Pureland East West Shuttle that provides needed transportation to jobs at the Pureland Industrial Complex. Ridership has grown over 210% since its inception. There are now plans to expand services to include weekends.
- Local area businesses have been able to utilize the unique training options offered by the NLWD as a result of staff introducing these opportunities to local businesses through a series of Small Business Spotlights and information sessions.
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WDB BUSINESS RETENTION PROGRAM

BUSINESS RETENTION STATS June 30, 2017-July 1, 2018

Number of Companies	105
Positive Recruitments	45
Job Placements	490

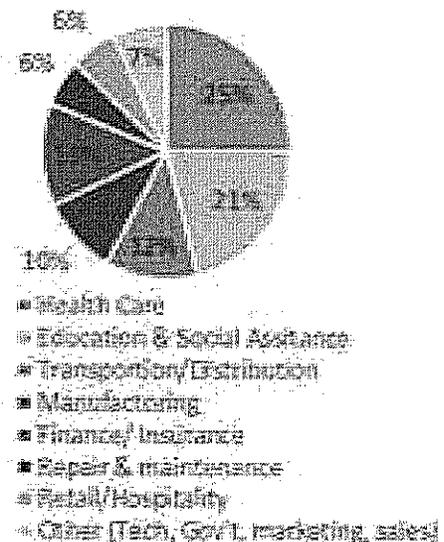
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- Relationships have been established with the New Jersey Talent Networks: TLD, Retail, Hospitality & Tourism, Health Care, Financial Services, and Advanced Manufacturing. A new talent network for Southern NJ in Construction & Utilities was

established at Rowan University. The representatives from these Talent Networks have become a valuable resource for the WDB and our area companies. These relationships continue to be strengthened.

- There were 45 Positive Recruitments that occurred at the AJC. Large and small employers took advantage of the services at the AJC to included but not limited to Amazon, Omega Engineering, Virtua Healthcare, Cardinal Health, St. Gobain (advanced manufacturing) and many others.
- Several local employers have benefited from the hiring and training incentives offered through the State of New Jersey.

JOB FAIRS AND CAREER RESOURCE EVENTS

- One of the largest impacts on job placement has been through the WDB Job Fairs and positive recruitment events. Workforce Development Board has held four job fairs: two Mega Job Fairs, one for the disability and community and one held at a faith based organization – St. Matthews to target job seekers in the Southern portion of Gloucester County. This year the job fairs served over 2,000 people and introduced jobseekers to over 125 different companies with job opportunities. As a result, over 150 individuals were hired by an array of Gloucester County companies. Below is a breakdown of employer types:



Special Notes

AMERICAN JOB CENTER

(July 1, 2017 to June 30, 2018).

Because of recent engagement processes conducted by the WDB in conjunction with the AJC, the American Job Center of Gloucester County served 19,685 participants which compared to last year, is a 17.3% increase.

Additionally, there has been an increase in the number of customers participating in the AJC’s Career Service. The number of individuals receiving training services has risen as well. The WDB believes the increase occurred because of new marketing initiatives to include expanded outreach activities such as the Mobile Job Center.

Local AJC Statistics

Participants Served	19,685
AJC Orientation	414
Job Search Assistance Workshop	3,126
Assessments and Testing	378
Job openings Received	329
Staff Assisted Services	2,993
Job Placements	490
DVR Rehabs	
Job Orders	3,370
Tuition Waivers	12
Learning Link Participants	81
Classroom Training Grants	278
Youth Education & Career Center	46
Training Related Job Placements	125
Ex-offenders	72
WFNJ “To Work” Programs (TANF, GA, SNAP)	93

- *The WDB along with the AJC Operator and Partners are committed to providing workforce services at the comprehensive AJC that are seamless to the job seeker and employer customers. To demonstrate, the Workforce Learning Link (WLL) instructor working with the ES Counselor increased enrollments at the WLL by having the instructor participate in the RESEA and the AJC weekly orientations. The WLL enrollments exceed the prescribed level of service (LOS) even though the number of RESEA participants have decreased.*
- *Keeping with the local area plan and state initiatives the WDB has been working closely with AJC involving the ex-offender population and service providers concerning re-entry assistance. During PY17 Title I Training staff have been attending local “Drug Court” while ES staff has been conducting workshops for those on probation. Additionally, the WDB has been working with providers and correctional facilities in order to supply pre-release services to those incarcerated.*

WIOA/ AJC Performance

- *The Gloucester County WDB is aware of all of WIOA’s performance measurements with its six primary indicators of performance for the six core programs. The core programs include: WIOA Title I (Adult, Dislocated and Youth), Title II – Adult Literacy, Title III – Wagner-Peyser/Employment Service, Title IV – Division of Vocational Rehabilitation Services (DVRS) The core programs are recognized as the partners of the comprehensive AJC of Gloucester County. It should be noted the performance indicators do not apply to all of the partners, such as DVRS, until after PY 2017. Additionally, some of the performance indicators such as “Measurable Skill Gains & Effectiveness in Serving Employers” goals have yet to be determined.*
- **WIOA Performance Indicators:**
Employment Rate (2nd Q after exit)

WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2017-2018

Employment Rate (4th Q after exit)
Median Income (2nd Q after exit)
Credential rate
Measureable Skill Gains
Effectiveness in Serving Employers

- **Please note the available performance data concerning WIOA Title I and III is not accurate or available because of AOSOS system failures.** Nevertheless, reviewing available data for Title I Adult & Dislocated Worker programs: has met or exceeded the credential and median earnings measurements but not the employment goals for Q2 and Q4 after exit. Title I Youth the Employment in the 2Q after exit was exceeded by 127% however the employment at the 4Q after exit was not met. The data for credential rate for the youth is not available.
- Title III (ES) performance has exceeded median earnings but the employment for Q2 and Q4 have not been met. Credential Rate and Skills Gains are not part of the ES performance criteria in PY 17.

must include work based learning opportunities. The WDB has been working with the local Youth provider to ensure that the youth elements are met on a consistent basis.

Youth Testimonials

"Every time I walk in the building I feel a welcoming presence and a confidence that I know I am going to be productive for the day. All the staff treat us like family and are willing to do anything to help us succeed" ...Age 17

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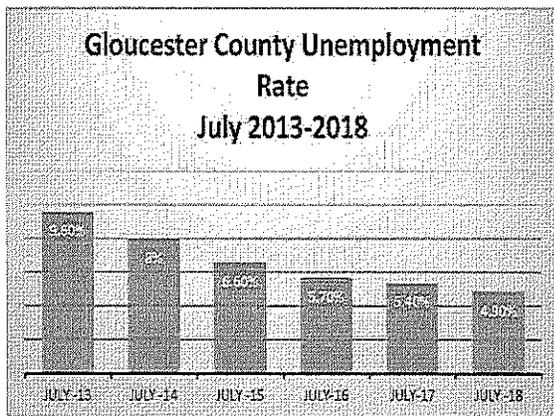
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- During the program year, the Gloucester County Youth Development Council continues to work with GCIT and YECC in order to reaffirm the 14 program elements as set forth in WIOA, with priority on four (4) of the elements that were new deliverables. This includes career development, stackable credentials separate from the HSE, job shadowing and on the job training. Additionally, 20% of the youth funding



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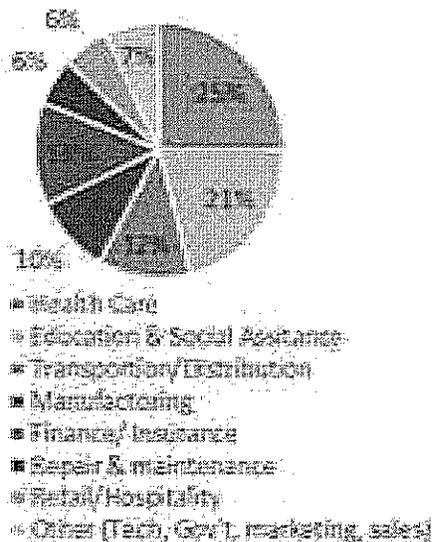
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WORKFORCE DEVELOPMENT BOARD ANNUAL REPORT 2017-2018

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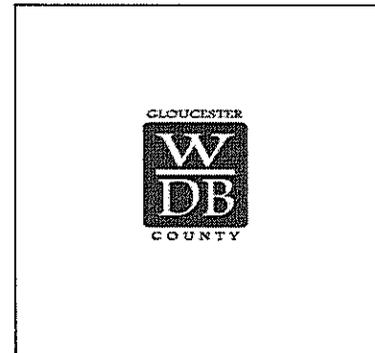
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Item 4:

WDB Meeting Minutes for Years 2016, 2017 and 2018.

Apprenticeship and Industry Development

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/awdc.asp>

Marketing and Business Outreach Committee

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/cmc.asp>

Community Needs Assessment, Adult Literacy and Disability

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/cnac/default.asp>

Executive and AJC (One-Stop) Operations

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/ec.asp>

Resource Analysis and Budget Committee –(See the Months July and/or August for Budget submissions)

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/rapm.asp>

Youth Development Council

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/ycc.asp>

WDB Full Board Conferences

<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/fwc.asp>

WDB/CHIEF ELECTED OFFICIAL AGREEMENT

WHEREAS, the Governor of the State of New Jersey has designated the County of Gloucester, hereinafter referred to as "County", a local workforce investment area in compliance with the Workforce Innovation and Opportunity Act of July 2014, hereinafter referred to as "WIOA,"

WHEREAS, WIOA requires that the County establish a Workforce Development Board, hereinafter referred to as the "WDB", and the Gloucester County Board of Chosen Freeholders, hereinafter referred to as the Local Board, following WIOA and in the best interest of the County, have appointed the members,

WHEREAS, for purposes of administering the WIOA and for entering into and implementing agreements in accordance with WIOA, the Chief Local Elected Official is the Freeholder Director,

WHEREAS, The County of Gloucester, a designated workforce area, has created and continues to maintain a One-Stop delivery system that enhances the range and quality of workforce development services, and;

WHEREAS, Section 107 of WIOA requires that the WDB and County enter into an agreement that sets forth the respective roles and responsibilities of each party as partners in the administration of workforce development programs operated in the local workforce investment area; and

WHEREAS, the WDB and the County are willing to work in partnership to foster the implementation of the ACT, its regulations and guidelines, as mandated by WIOA;

NOW THEREFORE, BE IT AGREED UPON that each party involved will be responsible for specific duties as follows:

1. Gloucester County:

- ◆ The Chief Elected Official in the local area shall serve as the Fiscal Agent/local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under Section 3 (9) of the Workforce Innovation and Opportunity Act of 2014.
- ◆ The local grant recipient or an entity designated as the fiscal agent shall disburse such funds for WIOA activities at the direction of the local board pursuant to the requirements of this title, if the direction does not violate a provision of WIOA. The local grant recipient or entity designated as fiscal agent shall disburse the funds immediately on receiving such direction from the local board.

- ◆ Consistent with WIOA and with guidelines prepared and issued by the State Employment and Training Commission, appoint individuals to the WDB that represent the following entities:

Private Sector (Business)
The County Economic Development Agency
County Vocational/Technical School
County Superintendent of Schools
County Division of Social Services
Workforce New Jersey Manager
County College
Vocational Rehabilitation
One-Stop Operations
Adult Education/Literacy Representative
Community Based Organizations
Organized labor

Membership appointments will be made by the Board of Chosen Freeholders. Recommendation for membership is a joint effort of local elected officials, the business community, the local community, labor federations, and current WDB members.

Provisions for Removal of Members:

- (1) Unacceptable attendance record in accordance with Section 2, of the Gloucester County WDB By-Laws; or
- (2) Moving their business or residence (either one must remain in the County) out of the Gloucester County Workforce Area, or
- (3) A change in employment that affects the required sector they represent on the WDB.

- ◆ Consistent with the WIOA and with guidelines prepared and issued by the State Employment and Training Commission, assist the WDB in identifying and confirm the appointment of members of the Gloucester County's Youth Council.
- ◆ Have approval authority over all plans and grant applications, and modifications that are prepared by the WDB for submission to a State, Federal or private funding authority.
- ◆ Utilize funds available to the workforce area through WIOA and other workforce development grants to provide the WDB with adequate financial support and in-kind resources in order to adequately perform the mandated responsibilities.
- ◆ Designate a member of the Board of Chosen Freeholders to act as a liaison to the WDB.
- ◆ In cooperation with the WDB, provides guidance to assist in the ongoing operation of Gloucester County's American Job Center System including, but

not limited to, developing memorandums of understanding with WIOA partners, and conducting oversight of the American Job Center system.

- ◆ The CEO retains the rights as the overseer of the activities of the Workforce Development Board to have said WDB report all plans and activities to the CEO.
- ◆ The CEO retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:
 - ◆ To direct all operations of the County;
 - ◆ To direct all employees of the County;
 - ◆ To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees;
 - ◆ To determine the methods, means, and personnel by which operations are to be conducted;
 - ◆ Approve designation or certification of the One-Stop Operator of the Gloucester County American Job Center;
 - ◆ To contract and/or sub-contract work including but not limited to professional and other specialized services;
 - ◆ To take whatever action may be necessary to comply with State and Federal law and regulations;
 - ◆ To maintain the efficiency of the government operations entrusted to it.
- ◆ Rights, Benefits, and Privileges of Employees: A full time Workforce Development Board staff shall adhere to and be covered by the terms and conditions of employment as set forth in the Agreement between the Gloucester County Board of Chosen Freeholders and Communications Workers of America Local 1085, AFL-CIO. All matters affecting the wages, hours, and other terms and conditions of employment which are not specifically governed by this agreement, remain with the discretion of the County.

A copy of the Agreement that covers the rights, benefits and privileges of County employees is on file with the Gloucester County Board of Chosen Freeholders, and the Gloucester County Workforce Development Board and a copy is given to all employees.

2. Workforce Development Board

In accordance with WIOA section 107 (a) the local Workforce Development Board is responsible for:

- ◆ Developing workforce development plans and conducting oversight of the four core programs at/of the One-Stop/American Job Center system, youth activities, and employment and training activities under Title I, II, III and IV of WIOA in partnership with the Chief Elected Official.

- ◆ Selecting eligible youth service providers based on the recommendations of the youth council, and identifying eligible providers of TANF, adult and dislocated worker career services and training services, and maintaining a list of eligible providers with performance and cost information, as required in WIOA section 122.
- ◆ Perform oversight of programs operated under WIOA and other workforce development programs serving a similar purpose thereto.
- ◆ Designate or certify the Gloucester County One Stop-American Job Center Operator, with Agreement of the CEO.
- ◆ Developing a budget for the purpose of carrying out the duties of the WDB, subject to the approval of the Chief Elected Official.
- ◆ Negotiating and reaching agreement on local performance measures with the Chief Elected Official and the Governor.
- ◆ Assisting the Governor in developing the State-wide employment statistics system under the Wagner-Peyser Act.
- ◆ Coordinating workforce investment activities with economic development strategies and developing employer linkages.
- ◆ Promoting private sector involvement in the State-wide workforce investment system through effective connecting, brokering and coaching activities through intermediaries such as the One-Stop operator in the local area or through other organizations to assist such employers in meeting hiring needs.
- ◆ Create strategic planning and workforce investment system; prioritize with other Workforce Development Boards that serve a similar purpose.
- ◆ The WDB, in cooperation with the Chief Elected Official, appoints a youth council as a subgroup of the WDB and coordinates workforce and youth plans and activities with the youth council, in accordance with WIOA section 107 (d) (10)(A-H).
- ◆ WDBs which are part of a State designated region for regional planning must carry out the regional planning responsibilities required by the State in accordance with WIOA statewide rapid response activities, as described in section 134(a)(2)(A); A description of the replicated cooperative agreements (as defined in section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under title I of such Act (29 U.S.C. 720 et seq.) (other than section 112 or part C of that title (29 U.S.C. 732, 741) and subject to section 121(f) in accordance with section

101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

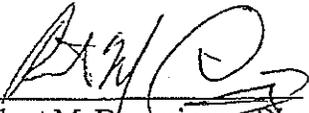
- ◆ The WDB must conduct business in an open manner as required by WIOA 107(e), by making available to the public, on a regular basis through open meetings, information about the activities of the WDB, including information about the local plan before submission of the plan, and about membership, the designation of the One-Stop Operator, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the WDB (WIOA Section 107 (e))

NOW THEREFORE, after the above responsibilities have been delineated for each party involved, the Chief Elected Official of the County and the Gloucester County WDB, enter into this Agreement on this ____ day of _____.

It is understood that this Agreement shall in no way limit or otherwise infringe upon Gloucester County's or the WDB's ability to exercise options available under WIOA or the applicable regulations.

This Agreement shall become effective _____ and shall remain in effect unless mutually modified or terminated by all parties hereto mentioned.

Gloucester County

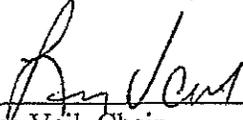


Robert M. Dammingger, Director
Board of Chosen Freeholders,
Chief Local Elected Official

4/20/16

Date

Gloucester County WDB



Les Vail, Chair
Workforce Development Board

4-11-16

Date

Appendix 3 Referral Policy - Workflow and Forms

Work Flow: (SEE Career Services Flow Chart)

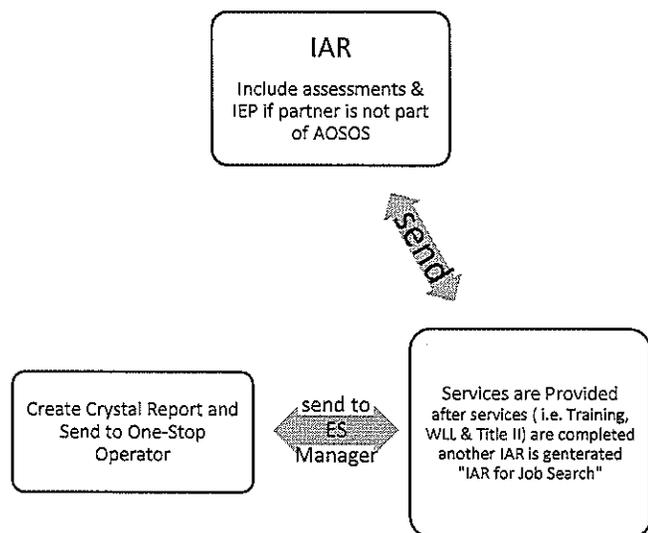
As mentioned in WIOA and local MOU the One-Stop Operator will oversee and maintain AJC network service structure. Employment Service (WIOA Title III) and Title I (WIOA – Adult/Dislocated/Youth) provide the majority of the career/job seeker services, as outlined in WIOA, at the AJC of Gloucester County. Therefore, it is necessary that the staff work together to supply the job seeker services that included Basic Career, Individualized Career and Training Services. To that end, the workflow at the AJC is as follows:

All customers must be registered in AOSOS in order to participate in AJC Basic, Individualized and Training Services. (It is not necessary to register individuals who are only using public access, but it is highly recommended). Initial registration and subsequent Individual Employment Plan shall be completed by ES staff by contacting and interviewing the AJC Customer. Concerning RESEA and AJC Orientation, ES staff must ensure that the participant is registered in AOSOS before referrals to the Training Orientation Workshop, Assessments and WLL/Title II.

Initial Assessments as well as comprehensive Assessments referrals can be conducted by ES staff. AJC Partners will update customer's file in AOSOS, if necessary.

Inter-Agency Referral (IAR):

In order to achieve a seamless workforce service delivery system and adhere to the local WDB MOU's shared data compliance as well as the one-stop operating budget, it is imperative that the American Job Center partners- co located at the AJC (WFNJ, ES, DVRS, Title I: Adult & Dislocated) use the Interagency Referral (IAR), part of AOSOS, when referring participants to partner services. (The IAR is not necessary for the Training Orientations, as most participants are self-registered). For instance, when a partner agency with AOSOS capabilities, (WFNJ, ES, WIOA Training) refer an individual to a service, AJC Staff will open the referrals tab; a listing of the American Job Center services will be shown. The "services" include the Workforce Learning Link and employment services. (Please note, because DVRS and the Workforce Learning Link /Title II adult education does not have AOSOS capabilities, please print the referral out, attach the TABE scores, universal release form and Individual Employment Plan (IEP), and hand deliver to appropriate partner agency.



The IAR will be used after classroom training is completed. The Employment Specialist will send the referral to Employment Service Manager who will decide which staff person receives the referral. Additionally, referrals for training made by an ES Counselor, if found not suitable by the Employment Specialist, the IAR will be sent to the Employment Service Manager.

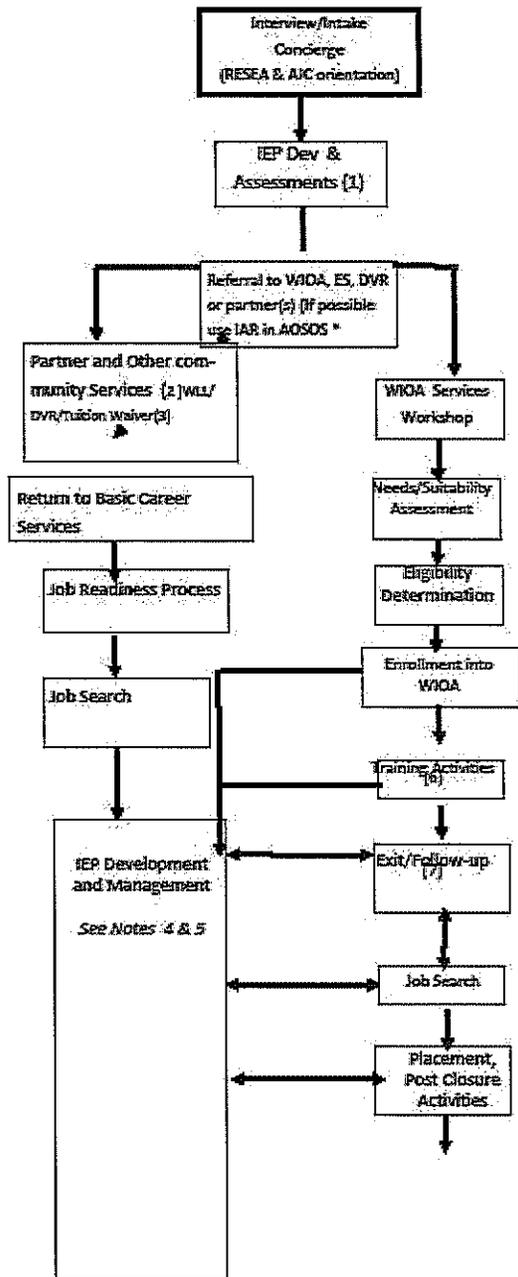
By committing to follow the referral system in AOSOS this will allow the Workforce Development Board and the One-Stop Operator to have a better understanding of not only the services provided but also to be able to monitor funding allocations, as required by WIOA. When available, the IAR report, using "Crystal Reports," will be generated and submitted to the One-Stop Operator.

WIOA Partners that do not have access to AOSOS, electronic or paper referrals will be used and noted in AOSOS.

WIOA Partners that are not co-located at the AJC, a referral document will be supplied.

Career Services

Flow Chart



Note 1: Initial IEP Developed with AIC customer by ES Staff. Assessments for customers referred by ES staff. Assessments supplied by GCWDB

Note 2: WLL/Title II Adult Basic Education—Referrals & enrollment responsibilities conducted by ES Staff. Contracted literacy services overseen by GCWDB

Note 3: Tuition Waiver is the responsibility of ES Staff. Self-enrolled tuition Waiver WIOA Training staff will process ABT's and Work Search waivers.

Note 4: From this point forward participants may be referred to training.

Note 5: Follow OJT or Skills Training Processes

Note 6: Allowable activities can include internship, apprenticeship or work experience.

Note 7: Once training is completed, return to Career Services for either Job Readiness or Job Search Activities. Follow up activities can be conducted by ES.

*IAR must be used in all referrals as well as noted in comments in AOSOS. Paper referral can be attached to IAR. Partners referring to AIC with no access to AOSOS will submit paper referral to which the AIC partner receiving referral will note in comment section in AOSOS.

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH
THE WORKFORCE DEVELOPMENT BOARD AND THE AMERICAN JOB
CENTER/ONE-STOP PARTNERS**

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 requires the Local Workforce Development Board in collaboration with the Local Chief Elected Official (LCEO), to develop and enter into a Memorandum of Understanding (MOU) with the American Job Center/One-Stop Partners concerning the operation of the one-stop delivery systems in a local area; and

WHEREAS, this MOU is developed to confirm the understanding of those parties regarding the operation and management of the American Job Center in the Gloucester County Local Workforce Development Area; and

WHEREAS, the vision, mission, system structure, terms and conditions, One-Stop operating budget, and infrastructure funding agreement outlined therein reflects the commitment of the parties to their job seeker and business customers, as well as to the overall Gloucester County community; and

WHEREAS, the parties involved will be responsible for specific duties outlined in this MOU and further understand that it shall not be interpreted as creating a legal partnership, joint legal venture or cause that any party is responsible for the debts or defaults of another. In addition, this MOU shall not supersede any party's authorizing legislation or regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director, as designated LCEO, is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Memorandum of Understanding with the Workforce Development Board and the American Job Center/One-Stop Partners as required by the Workforce Innovation and Opportunity Act (WIOA) of 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 20, 2017, at Woodbury, New Jersey.

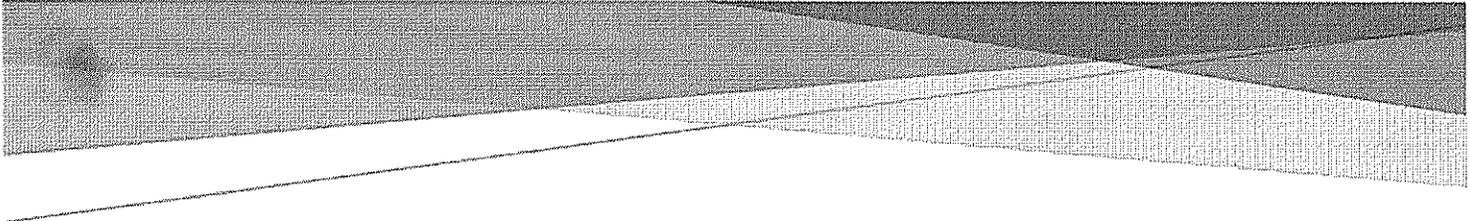


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



MEMORANDUM OF UNDERSTANDING

For Partners of the Gloucester County American Job
Center Network

Developed by the Gloucester County Workforce Development Board

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Legal Authority

The Workforce Innovation and Opportunity Act (WIOA) sec. 121 (c) (1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the American Job Center/One-Stop Partners, consistent with WIOA Sec. 121 (c) (2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Join Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec 121 (h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

Memorandum of Understanding

This MOU is executed between the Gloucester County Workforce Development Board (WDB), the American Job Center network Partners and the Chief Elected Official (CEO) Robert M. Damming, Director, Gloucester County Freeholders. They are collectively referred to as the "Parties" to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the one comprehensive American Job Center in the Gloucester County Local Workforce Development Area (Local WDA). The Gloucester County WDB provides local oversight of the workforce programming for the Gloucester County Local WDA.

The Gloucester County Workforce Development Board has competitively selected the County of Gloucester as the one-stop operator for the Gloucester County Workforce Development Area, as further outlined in the One-Stop Operator section. (Appendix 1).

The One-Stop Operating Budget and Infrastructure Funding Agreement together with the Cost Allocation Plan (CAP) established a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center of Gloucester County. The Parties to this MOU agree that joint funding is an essential foundation for an integrated services delivery system and necessary to maintain the Gloucester County WDB's high-Standard American Job Center network.¹

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Gloucester County community.

Introduction:

In response to changing labor markets and advances in technology, the American Job Center of Gloucester County's (AJCGC) network will link all state and local workforce services and resources across the county in order to establish a public workforce system that continuously adapts and reframes strategies and policies designed to support employers and job seekers. System changes are necessary because WIOA service focus shifts from universal to target services as well as a greater focus on career rather than a job.

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in Gloucester County's Workforce system to create a seamless, customer-focused American Job Center network that aligns services delivery across the board and enhances access to program services. By recognizing one-stop opportunities together, AJC Partners are able to build community bridges rather than silos of programmatic isolation. These partnerships will help to reduce administrative burden and costs and increase customer access and performance outcomes.

In order to achieve sustainable economic growth, meet the demands of global competition in the changing economy, and improve the quality of life for the residents of Gloucester County, the local Workforce Development Board (WDB) shall develop and maintain a high performing workforce collaborative. The workforce collaborative will be inclusive and flexible that fully engages the public

¹ See appendixes 2, 7 and 8 for the Cost Allocation Plan (CAP -2), One-Stop Operating Budget (7) and Infrastructure Funding Agreement (IFA-8).

and private sectors, integrates education and workforce preparation, and offers residents lifelong opportunities to maximize their employment potential.

The AJC's core partners in Gloucester County are Employment Services, One-Stop Operator of the AJC (Gloucester County), Title I-Adult/Dislocated/Youth, the Gloucester County Division of Social Services – Work First New Jersey (WFNJ), Department of Vocational and Rehabilitative Services (DVRS), Rowan College of Gloucester County (RCGC) - Representing - Title II – Adult and Family Literacy, and other Gloucester County Service providers as mandated partners as outlined in WIOA.

VISION: To provide high quality and integrated workforce development services for the residents and businesses of Gloucester County. Furthermore, to empower Gloucester County employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer centered, seamless and effective.

MISSION: To create and establish a premier workforce development system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

Goals

The following are the American Job Center of Gloucester County network's four strategic goals:

Goal 1: Meet the workforce needs of high demand sectors of the local, regional, and state economies, by providing quality training, employment services and business resources to Gloucester County's workforce system with integrity, accountability, and fiscal responsibility.

Goal 2: Ensure the services and resources throughout the network meet the needs of an evolving economic climate.

Goal 3: Strengthen awareness of network services and resources to Gloucester County's workforce by supporting system alignment and continuous improvement efforts.

Goal 4: Build an efficient workforce system through staff training and information sharing, increasing collaboration, streamlining service delivery using a "systems approach"² where necessary partner strengths are maximized, and improve customer flow and access.

System Structure

The Gloucester County Local Workforce Development Area (WDA) has one comprehensive American Job Center (AJC) that is designed to provide a full range of assistance to job seekers and businesses under one roof. Initially established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act of 2014, the center offers a comprehensive array of services designed to match talent with opportunity. Moreover, AJC customers shall have access to workforce development services through the following methods: (1) co-location (2) cross trained staff and (3) direct technology linkages.

² Systems Approach refers to ADDIE process in crossing training staff: Analyze, Design, Develop, Implement and Evaluate.

American Job Center of Gloucester County (Comprehensive)

Thomas Bianco, One-Stop Operator	Phone: 856-384-6956	Email: tbianco@co.gloucester.nj.us
Stephen H. Hart, Supervisor (Title I & WFNJ/TANF)	Phone: 856-251-6801	Email: Stephen.Hart@dol.nj.gov
Robert DeMarco, Manager (ES-Title III)	Phone: 856-384-3700	Email: Robert.Demarco@dol.nj.gov
Brigette Satchell, Dean - Title II	Phone: 856-681-6226	Email: bsatchel@rcgc.edu
David Metropoulos, WLL Instructor	Phone: 856-384-3728	Email: dmetro@rcgc.edu
Stacey Smith, DVRS Title IV	Phone: 856-384-3730	Email: Stacey.smith@dol.nj.us
215 Crown Point Road		Web page: http://www.careerconnections.nj.gov/
Thorofare, NJ	AJC phone : 856- 384-3700	http://www.gcwdb.org

One-Stop Operator

The Gloucester County WDB selected the one-stop operator, the County of Gloucester, through a competitive process in accordance with the Uniform Guidance³, WIOA and its implementing regulations, and Local (New Jersey) procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Gloucester County WDB website at: <http://www.gcwdb.org>. The State of New Jersey requires that the one-stop operator is to be re-competed every two years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

DRAFT

³ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900.

Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Physically Co-located at the American Job Center of Gloucester County				
Adult Education & Computer Literacy	Rowan College of Gloucester County Continuing Ed	WIOA Title II Adult Education & Family Literacy Act (AEFFLA) program	Name: Brigette Satchel Title: Dean	Address: 1492 Tanyard Road Sewell, NJ 08080
Department of Vocational & Rehabilitation Services (DVRs)	Department of Vocational & Rehabilitation Services (DVRs) NJ Department of Labor and Workforce Development	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by Title IV of WIOA	Name: Alice Hunnicutt Title: Director - DVRs	Address: LWD - Trenton P. E
Office of Occupational Health & Safety	NJ Department of Labor and Workforce Development	Additional partner	Name: Title:	
Office of Wage & Hour Compliance	NJ Department of Labor and Workforce Development	Additional partner	Name: Title:	
Parolee Employment Placement Program (PEPP) MASCEP	NJ Department of Labor and Workforce Development	Additional partner	Name: Tom Brown Title: Chief Financial Officer	
Senior Community Service Employment Program	NJ Department of Labor and Workforce Development (Pathways or PathStone??)	Senior Community Service Employment Program (SCSEP), Authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Name: Title:	Address: P. E
Veteran Employment Services	DVOP & LVER	Jobs for Veterans State Grants (JVSIG), authorized under chapter 41 of title 38, U.S.C	Name: Title:	Address: P.
Temporary Assistance for Needy Families (TANF) part of Work First New Jersey (WFNJ)	Gloucester County Department of Health and Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 S.S.C. 601 et seq)3	Name: Tammy Jones Title: Director Health and Human Services	Address: 204 East Holly Avenue Sewell, NJ 08080 Phone: 856-218-4101 Email: tjones@co.gloucester.nj.us
Office of Wage & Hour Compliance	NJ Department of Labor and Workforce Development	Additional Partner	Name: Title:	
Wagner-Peyser Employment Services	NJ Department of Labor and Workforce Development	Wagner-Peyser Employment Services (ES) program. Authorized under the Wagner-Peyser Act (29 USC 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange.	Name: Title:	
WIOA Title I - Adult Dislocated Worker, & Youth	Gloucester County Workforce Development Board (WDB)	WIOA Title I Adult, Dislocated Worker and Youth	Name: Les Vail Title: WDB Chair	Address: 115 Budd Blvd West Deptford NJ lvail@gloucestercountychamber.com
Workforce Development & Economic Opportunity (OIT for WFNJ)	NJ Department of Labor and Workforce Development	Additional partner	Name: Title:	

Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official	Contact Information
Not Physically Co-located at the American Job Center of Gloucester County				
Community Action Committee part of Community Service Block Grant (CSBG)	Gateway Community Action Partnership funded by NJ Dept. of Community Affairs – CDBG	Employment, training, & support activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9001 et seq.)	Name: Albert B. Kelly Title: President & CEO	Address: Gateway CAP Main Office - 110 Cohansey St., Bridgeton, NJ 08302 - (tel.) (856) 451-6330; (800) 457-3188 E: dtodd@gatewaycap.org
Career & Technical Education (Perkins)	Rowan College of Gloucester County	Career and Technical Education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C 231 et seq.)	Name: Dr. Frederick Keating Title: President	Address: 1400 Tanyard Road P.856-468-500 E: fkeating@rcgc.edu
Department of Probation, Parole and Pardon Services	NJ Department of Probation, Parole and Pardon Services – Gloucester County VICINAGE XV CUMBERLAND/GLOUCESTER/SALEM	Reentry Employment Opportunities (REO) programs authorized under sec 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Name: Curtis Hurff Title: Vicinage Chief Probation Officer	Address: GLOUCESTER PROBATION Five Points Plaza - 1893 Hurffville Road - Route 41 - Deptford, NJ 08096 P.856-853-3680 E
Gloucester County Library System	Gloucester County Library With branches in Mullica Hill, Glassboro, Logan	Additional Partner	Name: Anne Wodnick Title: Library Director	Address: Gloucester County Library Mullica Hill Branch 389 Wolfert Station Road Mullica Hill, NJ 08062 P.856-223-6000 E. awodnick@gcls.org
Migrant Council	PathsStone Corp	National Farmworker Jobs Program (NFJP)2 WIOA Sec. 167	Name: Patricia Constantino Title: Executive Director	Address: PathStone Corp., NJ Operations 76 W Landis Ave., Suite C Vineland, NJ 08360 P. 856-696-1000 ext. 27 Email: pconstantino@pathstone.org
Housing Authority	Gloucester County Housing Authority	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Name: Kimberly Gober Title: Executive Director	Address: 100 Pop Moylan Blvd, Deptford, NJ 08096 P. 856-845-4959 Email: kgober@hagc.org
Trade Adjustment Assistance (TAA)	NJ Department of Labor and Workforce Development	Trade Adjustment Assistance (TAA), Authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq).	Name: John Blicca Title: Chief	Address: NJ Dept. of Labor & Workforce Development Trenton, NJ
Unemployment Insurance	NJ Department of Labor and Workforce Development	Unemployment Insurance (UI) programs under state unemployment compensation laws	Name: ? Title	Address: NJ Dept. of Labor & Workforce Development Trenton, NJ

Terms and Conditions

Partner Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the American Job Center network system. Additional Services may be provided on case by case basis and with approval of the Local WDB and the Chief Elected Official (CEO).

Business Services⁴

Serve as a single point of contact for businesses, responding to all requests in a timely manner. (BSR)	Provide information and services related to Unemployment Insurance, taxes and claims. (ES & BSR)	Assist with disability and communication accommodations, including job coaches. (DVRS)
Conduct outreach regarding Local workforce system' services. (BSR & Eco. Dev)	Conduct on-site Rapid response activities regarding closures and downsizing.	Develop On-the-Job (OJT) contracts, Incumbent Worker Contracts, or pay for performance contracts. (Title I, NJWD&EO, &
Provide access to labor market information. (BSR, ES, Eco. Dev & Library).	Provide customized recruitment and job applicant screening, assessment and referral services (BSR & ES)	Provide employer and industry cluster-driven Occupational Skills training through Individual Training Accounts with eligible training providers. (Title I)
Assist with the interpretation of Labor market information. (All Partners).	Conduct Job Fairs (WDB, BSR & Eco. Dev).	Develop customized training opportunities to meet specific employer and/or industry cluster needs (RCGC with WDB & BSR)
Use of AJC facilities for recruiting and interviewing applicants (BSR).	Consult with human resources issues (BSR)	Coordinate with employers to develop and implement layoff aversion strategies (WDB, Eco Dev and BSR).
Post Job Vacancies in Career Connections – labor exchange system and take and fill out job orders. (BSR & ES)	Provide information regarding disability awareness issues (BSR & DVRS).	Provide incumbent worker upgrade training through various modalities. (WDB)
Provide information regarding workforce development initiatives and programs (WDB, BRS & Eco. Dev.)	Provide information regarding assistive technology and communication accommodations (DVRS & BSR).	Develop, convene or implement industry or sector partnerships (All Partners with WDB as the lead).

⁴ Business Services, as outlined and mirroring the WDB Local area plan, is a team approach. Initials and/or acronyms of responsible partners is mentioned. For instance, BSR=Business Service Rep, NJWD&EO=Workforce Development & Economic Opportunity – as NJ state function; DVRS=Department of Vocational & Rehabilitative Services. For more detail, see definition section of the MOU.

JOB SEEKER SERVICES

Basic Career⁵ Services

Outreach, intake and orientation to the information, services, programs, tools, and resources available at the American Job Center of Gloucester County

Initial assessments for skill level(s), aptitudes, abilities and supportive service needs.

In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment.

Access to employment opportunity and labor market information.

Performance information and program costs for eligible providers of training, educational workforce services.

Information on performance of the local workforce system.

Information on the availability of supportive services and referral to such, as appropriate.

Information and meaningful assistance on Unemployment Insurance Claim Filing.

Determination of Potential eligibility for workforce Partner services, programs and referral(s).

Information and assistance in applying for financial aid for training and education programs not provided under WIOA.

Individualized Career Services⁶

Comprehensive and specialized assessment for skills levels and service needs.

Development of individualized employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.

Referral to training services

Group Counseling

Literacy activities related to work readiness.

Individual counseling and career planning.

Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.

Work Experience, transitional jobs, registered apprenticeships, and internships.

Workforce preparation services (i.e., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training.

Post-employment one-year follow-up services (*This is not an individualized career service, listed here for completeness*).

Training⁷

Occupational skills training through Individualized Training Accounts (ITAs)

Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above.

On the Job Training (OJT)

Incumbent Worker Training (*WDB of Gloucester County is in the process of developing policy, as outlined by WIOA*).

Programs that combine workplace training with related instruction which may include cooperative education.

Skill upgrading and retraining

Entrepreneurial training

Registered Apprenticeship (combining ITA & OJT –TEGL 13-16)

Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of training.

Other training services as determined by the Workforce Development Board of Gloucester County.

Post-employment one-year follow-up activities includes but not limited to outreach, career reassessment, additional education opportunities, and etc.

⁵ Basic Career Services are predominately conducted by ES.

⁶ Individualized Career Services are conducted by both ES, DVRS and WIOA Title I & WLL staff.

⁷ Training Services predominately delivered by WLL, RCGC, Title I and II partners.

Youth Services⁸

Tutoring, study skills training, instructions, and evidence based dropout prevention and recovery strategies that lead to completion of the requirement for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

- Summer employment opportunities and other employment opportunities available throughout the school year,
- Pre-apprenticeship programs,
- Internships and job showing,
- On the Job training opportunities.

Education offered concurrently with and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.

Supportive Services.

Follow-up services for not less than 12 months after the completion of participation, as appropriate.

Financial literacy education.

Services that provide labor market and employment information about in-demand industry sectors or occupations

available in the local area, such as career awareness, career counseling and career exploration.

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Entrepreneurial skills training.

Activities that help you prepare for and transition to postsecondary education and training.

Alternative secondary school series, or dropout recovery services, as appropriate.

Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

⁸ WIOA Youth Services are contracted with Gloucester County Institute of Technology(GCIT). The WDB Youth Council along with staff oversee the contract's deliverables.

Partner on-Site Representation Schedule

American Job Center of Gloucester County (Comprehensive)

Partner Program	# of Staff	Weekly Staff Hours	# of FTEs ⁹	% of Total FTE's	Required Partner
Adult Education (Workforce Learning Link / Title II)	1	25	0.625	0.012019	Yes
Department of Vocational and Rehabilitation Services	7	245	6.125	0.117788	yes
Senior Community Service Employment Program (SCSEP) - PathStone	1	14	0.35	0.006731	yes
Jobs for Veterans (JVSG - DVOP & LVER)	2	38.5	0.9625	0.01851	yes
TANF (WFNJ)	1	35	0.875	0.875	yes
Wagner Peyser (ES)	10	350	8.75	0.168269	yes
WIOA Adult/Dislocated Worker/Youth	12	455	11.375	0.21875	yes
SUB TOTAL OF REQUIRED PARTNERS	34	1,162.5	29.0625	0.558894	
Office of Wage & Hour Compliance	1	21			no
Workforce Development & Economic Opportunity (OJT for WFNJ)	1	35	0.525	0.010096	no
Office of Occupational Health & Safety	3	63	0.875	0.016827	no
Parolee Employment Placement Program (PEPP) MASCEP)	1	7	1.575	0.030288	no
			0.175	0.003365	
TOTAL OF ALL PARTNERS	40	1,288.5	32.2125	0.619471	
UI TAA CSBG – Community Action Organization Career & Technical Education (Perkins) Department of Probation, Parole and Pardon Services Gloucester County Library System Job Corps Migrant Council Housing Authority Youth Build	0				Linked virtually through online service access and/or telephone access by customer. Some AJC staff have been cross-trained who can provide information. E-mail or paper referrals are used.

⁹ An FTE (full-time equivalent) is the hours worked by one employee on a full-time basis. The concept is used to convert the hours worked by several part employees into the hours worked by full-time employees. On an annual basis, an FTE is considered to be 2,080 hours, which is calculated as 8 hours per day or 40 hours per work week.

Roles Responsibilities

The parties to this agreement will work closely together to ensure that the American Job Center of Gloucester County is a high performing work place with staff who will ensure quality of service.

All Parties

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule published December 2, 2016).
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- Section 504 of the Rehabilitation Act of 1973, as amended.
- The American with Disabilities Act of 1990 (Public Law 101-336).
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of services in program funded by the U.S. Department of Labor.
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited form of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec 188.
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34CFR part 99).
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38).
- The confidentiality requirements governing the use of confidential information held by the NJ State UI agency (20 CFR part 603)
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age disability, political beliefs or religion to be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined the Partner Services section.
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records and other confidential information relating to customers, and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of the agreement.

Chief Elected Official

The Chief Elected Official (CEO) for Gloucester County Workforce Development Area is Robert M. Damminger Freeholder Director of the Gloucester County Board of Chosen Freeholders. The CEO will, at a minimum:

- In Partnership with the Gloucester County Workforce Development Board (WDB) and other applicable Partners within the planning area develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the Local WDB and their partners, and
- Approve the Gloucester County WDB budget and AJC cost allocation plan¹⁰,
- Coordinate with the Gloucester County WDB to oversee the operations of the AJC network.

Gloucester County Workforce Development Board

The Gloucester County Workforce Development Board ensures the workforce-related needs for employers, workers, and job seekers in the Gloucester County area are met, to maximum extent possible with available resources. The Gloucester County WDB will, at a minimum:

- In partnership and collaboration with the CEO and other applicable Partners within the local area will develop and submit a local area plan that includes a description of the activities that shall be undertaken by the Gloucester County WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the State, and Southern regional plan as well as the economy,¹¹
- Adequate, sufficient, and accessible one-stop center location and facility,
- Sufficient numbers and types of providers of career and training services including eligible providers with expertise in assisting individuals with disabilities and eligible providers the expertise in assisting adults in need of adult educational literacy activities,¹²
- Create WDB policies that will support the delivery of workforce activities to include but not limited to a holistic system of supporting services, and
- Competitively procured one-stop operator.
- Designate through a competitive process, oversee, monitor, and implement corrective action, and if applicable terminate the one-stop operator,
- Determine the role and day-to-day duties of the one-stop operator;
- Approve annual budget allocation for the operation of the American Job Center (AJC),
- Assist the one-stop operator to recruit operational Partners and negotiate MOUs with new Partners
- Leverage additional funding for the AJC to operate and expand customer activities and resources, and
- Review and evaluate performance of the AJC and the one-stop operator.

Local Workforce Development Board Staff

Specific responsibilities include at a minimum:

- Assist the CEO and the Local WDB with the development and submission of a local and regional plan,
- Support the Gloucester County WDB with the implementation and execution of a vision, goals, objectives and workforce-related policies included all duties outlined,
- Provide operational grant-specific guidance to the one-stop operator,
- Oversee all contracts as related to workforce development in local area,
- Investigate and resolved elevated customer complaints and grievance issues,

¹⁰ See Appendix 2 - Cost Allocation Plan methodology

¹¹ See the Gloucester County WDB web page in order to review the local area plan and the southern regional plan: <http://www.gcwdb.org>

¹² See <http://www.nitopps.com/> for New Jersey's Eligible Training Provider List (ETPL)

- Prepare regular reports and recommendations to the Gloucester County WDB, and oversee negotiations, and maintenance of the MOU with the AJC Partners.

One-Stop Operator

The Gloucester County Board of Chosen Freeholders, with the CEO, and as the one-stop operating entity will employ a one-stop operator who will act as a “functional leader.” As such, he/she will have the authority to organize and supervise Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision and performance responsibility will remain with each staff member’s employer of record. The one-stop operator, through the Managers, will at a minimum:

- Manage daily operations, including but not limited to:
 - Managing and coordinating Partner responsibilities, as defined in this MOU,
 - Managing hours of operation,
 - Coordinating daily work schedules and work flow based upon operational needs, and
 - Coordinating staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff.
- Assist the Local WDB in establishing and maintaining the American Job Center network structure. This includes but is not limited to:
 - Ensuring that State requirements for center certification are met and maintained,
 - Ensuring that career services such the ones outlined in WIOA section 134 (c)(2) are available and accessible,
 - Ensuring that the Gloucester County WDB policies are implemented and adhered to,
 - Adhering to the provisions outlined in the contract with the Gloucester County WDB and the local Business Plan,
 - Reinforcing strategic objectives of the Local WDB to Partners, and
 - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed.
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service.
- Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than program), when permitted by a program’s authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building and training efforts.
- Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams, e.g. Business Services Team, Counseling, Triage.
- Service integration focuses on serving all customers seamlessly (including targeted and priority populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program.
- **The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center.**
- Oversee and coordinate partner, program and AJC performance. This includes but is not limited to:
 - Providing and/or contributing to reports of center activities, as required by the Gloucester County WDB,
 - Providing input to the partner program manager on the work performance of staff under their purview,
 - Notify the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs or changes in employee status,
 - Identifying and facilitating the timely resolution of complaints, problems, and other issues,
 - Collaborating with the Gloucester County WDB on efforts designed to ensure that meeting of program performance measures including data sharing procedures to ensure effective data matching, timely data

entry into the AOSOS system and coordinated data batch downloads – i.e. Chrystal Reports from AOSOS (while ensuring the confidentiality requirements of FERPA, 34CFR 361.38 and 20 CR part 603).

- Ensuring open communications with the formal managers (leaders) in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and propose service strategy changes to the AJC based on findings.
- Manage fiscal responsibilities and records for the center. This includes assistance the Local WDB with cost allocations and the maintenance and reconciliation of the AJC operation budget.

The Gloucester County AJC's one-stop operator, be it person or entity, will not assist in the development, preparation and submission of local plans. The one-stop operator cannot manage or assist in future competitive processes for selecting an operator or terminating the operator, career services providers or youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Gloucester County WDB. The Gloucester County WDB is responsible for the negotiated performance measures, strategic planning, budgets and one-stop operator oversight (including monitoring).

Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional opportunities that promote continuous quality improvement.

Partners will further promote system integration to maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- The design and use of common intake, assessment, referral and case management processes,
- The use of common and/or lined data management systems and data sharing methods, as appropriate,
- Leveraging of resources, including other public agency and non-profit organization services,
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in regularly scheduled Partner meetings to exchange information in support of the aforementioned and encourage program and staff integration.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers and employers. In order to facilitate such a system, Partners agree to:

- Familiarize themselves with basic eligibility and participation requirements, as was with available services and benefits offered, for each of the Partners' programs represented in the Gloucester County American Job Center network,
- Develop materials summarizing their program requirements and making them available for Partners and customers,
- Develop and utilize common intake, eligibility determination, assessment, and registration forms (if applicable – mandatory for Core Partners at the Comprehensive AJC – WIOA Title I, II, III and IV),
- Core Partners at the Comprehensive AJC will use the Inter-Agency Referral in the AOSO data system.
- Provide substantive referrals – in accordance with the Gloucester County WDB Referral Policy¹³ - to customers eligible for supplemental, supportive and complementary services and benefits under partner programs,

¹³ See Appendix 3 for WDB Referral Policy and WDB web site: <http://www.gcwdb.org> for more information.

- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- Commit to robust and ongoing communication required for an effective referral process, and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Data Sharing

Partners, co-located at the Gloucester County AJC, agree that the use of an integrated data is essential to inform decisions made by policymakers, employers and job seekers. Additionally, it is vital to develop and maintain an integrated case management system as appropriate, that informs customer service through customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use and disclosure of customers, personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.¹⁴

All data, including customer PII, collected, used and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with Local WDB's policies and procedures regarding the safeguarding of PII.
- The collection, use, and disclosure of customer education records, and the PII contained herein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws and WDB policies.
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- All personal information contained in DVRS records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- Customer data may be shared with other programs, for those programs' purposes, within the AJC of Gloucester County network only after the informed written consent of the individual has been obtained, where required (See appendix for the Universal Inter-Agency Referral Form).
- Customer data will be kept confidential, consistent with the Federal and State privacy laws and regulations.

All AJC Partners and staff will be trained in the protection, use and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will insure that the collection and use of any information, systems, or records that contain PII or other personal or confidential information will be limited to proposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the

¹⁴ See Appendix 4 Universal Release Form.

services and activities described herein and will comply with applicable law,. Each Party expressly agrees to take measures to ensure that not PII other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of the obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreement will be created and required confidentiality and ethical certifications will be assigned by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements for an agreement consistent with 20 CFR 603.10, CFR part 603, including but not limited to requirement for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of personal information contained in DVRS records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Accessibility

Accessibility to the services provided by the American Job Center and all Partner agencies is essential to meeting the requirements and goals of the American Job Center of Gloucester County network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

The AJC of Gloucester County will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

The local WDB as well Gloucester County Administration ensure that buildings that co-locate County staff and services are ADA compliant. On a yearly basis, the Gloucester County Division of Human and Disability Services with the assistance of the County's Buildings and Grounds Department performs an inspection of the AJC. Furthermore, should a compliant arise concerning the AJC building by a constituent, they are referred to Gloucester County's ADA Coordinator. Inquiries regarding compliance may be directed to: Division of Human & Disability Services web link: <http://www.gloucestercountynj.gov/depts/d/divdied/legalad.asp> Phone: (856) 384-6842 / New Jersey Relay Service 711 or the EEO office at (856)384-6903

Virtual Accessibility

The WDB of Gloucester County will work with the New Jersey Department of Labor and Workforce Development and SETC to ensure that job seekers and businesses have access to the same information online as they do in a physical facility by ensuring that all Partner staff is trained in NJ Career Connections. Additionally, information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.¹⁵

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicate with) on an equal footing with those who do not have such disabilities. All Partners agree that

¹⁵ See <http://careerconnections.nj.gov> and <http://gcwdb.org> for more information

they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, age language, learning style, or comprehension or education level. An interpreter will be provided in real time, or if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (i.e. JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the AJC and its network.

Outreach

The WDB of Gloucester County and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Led by the WDB, AJC Delivery system identifier (American Job Center) will use a unifying name and brand that identifies online and in person workforce development services as part of a single network¹⁶
- Specific steps to be taken by each partner,
- An outreach plan to the region's employers,
- An outreach plan and recruitment plan to the local and regional job seekers, including targeted efforts for populations most at-risk or need such as WFNJ, those in need of HSE, ex-offenders and others,
- An outreach and recruitment plan for out-of-school youth,
- Sector strategies and career pathways,
- Connections and recruitment strategies to registered apprenticeship,
- A plan for messaging to internal audiences (e.g. engage by cell)
- Regular use of social media,
- Clear objectives and expected outcomes, and
- Leveraging of any statewide outreach materials relevant to the area.

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Local WDB Chair or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

¹⁶ Per TEGL 16-16 AJC delivery systems are required to include a common delivery system identifier. To access and complete the Terms of Use agreement and graphic downloads of the logo and tag-line go to <http://www.dol.gov/ajc>.

1. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall be attempted to be resolved informally.
2. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the Gloucester County Workforce Development Chair and all Parties to the MOU regarding the conflict within 30 business days.
3. The local WDB Chair (or designee) shall place the dispute on the agenda for a special meeting of the WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority vote of the Executive Committee members present.
4. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction to applicable State and Federal laws or regulations governing the Partner agencies.
5. The right of appeal no longer exists when a decision is final. Additionally, final decision will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure or WDB bylaws.
6. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU
7. The Gloucester County WDB Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Monitoring

The Gloucester County WDB, or its designated staff, officials from the State and Local administrative entities, the US Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- Those laws, regulations and policies are enforced properly,
- Performance data are recorded, tracked and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically, to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed¹⁷, and
- All MOU terms and conditions are fulfilled

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the bases of: (1) political or religious opinion, or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race color, creed, or national origin; (2) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (3) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 199 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1967, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

¹⁷ See Appendix 5 for detailed record retention policy.

Indemnification

All Parties to the MOU recognize the Partnership consists of various levels of government and not-for profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State for the consequences of any act of omission of any third party. The Parties acknowledge the Gloucester County WDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Gloucester County WDB or the one-stop operator.

Severability

If any part of the MOU is found to be null and void or is otherwise stricken, the rest of the MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties of the MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C Section 1352), 29 C.F.R. Part 93, and 34 CFR Part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities are required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of services, including, but not limited to, priority of service for veterans and their eligible spouses and, priority of services for WIOA Title I Adult program¹⁸, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec 134 (c) (3) (E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient adult and youth and English language learners.

Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. section 49, et.seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the U.S.C.(commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200 (f).

Salary Compensation and Bonus Limitations

Each Party certifies that when operating grants funded by the U. S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitation in Public Law 109-234, TEGL 17-15, WIOA Adult/Dislocated Worker/Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, Title I, Section 105) and 114-223, and WIOA Section 194 (15)(A), restriction the use of federal grant funds for compensations and bonuses of an

¹⁸ See Appendix 6 for Gloucester County WDB's Priority of Service Policy

individual, whether charged to either direct or indirect, at a rate in the excess of the Federal Office of Personnel Management Executive Level II.¹⁹

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other parties.

Governing Law

This MOU will be construed, interpreted and enforced according to the laws of the State of New Jersey. All Parties shall comply with all applicable Federal and State laws and regulations and Gloucester County WDB's policies to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

1. The Gloucester County WDB Chair (or designee) must notify all Parties in writing – (e-mail notification is acceptable) that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.
2. **Initiation Meeting**
The Gloucester County WDB Chair (or designee) is responsible for convening all required and optional AIC Partners to formally start negotiations, and to ensure that at a minimum, all AIC Partners are appropriately represented. The first initial MOU meeting should take place in a timely manner after the written notification in order to all for all steps to be conducted in a good faith and in an open and transparent environment.
3. **Negotiations**
Following the formal initial meeting, Partners must submit all relevant documents to the Gloucester County WDB Chair (or designee) in order to begin drafting the MOU. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.
4. **Draft MOU**
Within in six to eight months of the initial meeting, the Gloucester County WDB Chair (or designee) must e-mail a complete draft of the MOU to all Parties.
5. **Review and Comment**
Within three weeks of the receipt of the draft MOU, all Parties must review and return feedback to the Gloucester County WDB Chair (or designee). It is advised that that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the Gloucester County WDB Chair (or designee) to ensure all AIC Partners to the MOU are aware of the comments and revisions that are needed. The necessary revisions and MOU review can be done electronically via e-mail and/or web site access.
6. **Finalized Draft**
The Gloucester County WDB Chair (or designee) must circulate the finalized MOU and secure Partner signatures within a timely manner of receipt of feedback, usually within four weeks. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed Signature Page has been returned to the Gloucester County WDB.

Modification Process

1. **Notification**
When a Partner wishes to modify the MOU, the Partner must first provide written notification of all signatories of the existing MOU and outline the proposed modification (s).
2. **Discussion/negotiation**

¹⁹ See <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2017/EX.pdf> for salary guidelines.

Upon notification, the Gloucester County WDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through e-mail communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Gloucester County WDB Chair (or designee) may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, modification will be processed.

If the modification involves substitution of a party that will not impact any of terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Gloucester County WDB, wherein the new party assumes all of the rights and obligations of the original party.. Upon execution, the Gloucester County WDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the Gloucester County WDB Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

3. Signatures

The Gloucester County WDB Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within a reasonable time frame. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Gloucester County WDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of the WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA
- A party breaches any provision of this MOU and such breach is not cured within 180 days after receiving written notice from the Gloucester County WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within 60 days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in the MOU by following the modification process identified in the Modification Process section.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU is entered into on January 1, 2018. This MOU will become effective as of the date of signing by the final signature and must terminate on June 30, 2020, unless any of the reasons in the Termination section apply.

One-Stop Operating Budget²⁰

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC of Gloucester County. The Parties of this MOU, who are co-located at the comprehensive site, agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Gloucester County workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces overhead costs for any one partner by streamlining an sharing financial, procurement ,and facility costs,
- Ensures that costs are appropriately shared by AJC Partners by determining contributions based on the proportionate use of the AJC and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the AJC. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)²¹)
- Career Services, and
- Shared Services

All cost must be included in the MOU, allocated according to the Partners' proportional use and relative benefits received and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

²⁰ See Appendix 7 for the One-Stop Operating Budget.

The one-stop operating budget contains categories that are specifically identified in the statute: infrastructure cost and additional costs (which must include applicable career services and shared operating costs and shared services that are related to the operation of the one-stop).

²¹ See Appendix 8 for the Infrastructure Funding Agreement

Authority and Signature

- **One completed, signed, and dated Authority and Signature page is required for each signatory official (see list starting on page 6 of this MOU).**

By signing my name below, I, _____, certify that I have read the information.

My signature certifies my understanding of the terms outlined herein and agreement with (check that apply):

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

By signing this document, I also certify that I have the legal authority to connect my agency (outlined below) to the terms of (check that apply):

- The MOU
- The Operating Budget
- The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either

- A) In three years
- B) Upon amendment, modification or termination, or
- C) On June 30, 2020

Signature

Date

Print Name and Title

Agency Name

Agency Contact Information

Appendix 1 One-Stop Operator Procurement

Competitive Process for One-Stop/AJC Operator

In order to comply with one-stop operator competition requirements as outlined in section 121(d) of WIOA (20 CFR 678.600 through 678.635, 34 CFR 361.600 through 361.635, 34 CFR 463.000 through 463.635) the Gloucester County Workforce Development Board (GCWDB) requested the Gloucester County Improvement Authority (GCIA) to act as the procurement entity of the one-stop operator. The request was necessary in order to create a firewall between the County of Gloucester, the Fiscal Agent and current One-Stop Operator and the GCWDB. In addition, the RFP template that GCIA used was not developed by the WDB or Gloucester County staff. The RFP, along with the RFP scoring sheet, was developed by Meyer and Meyer for The Garden State Employment and Training Association (GSETA); thereby creating another firewall.

Furthermore, for the purpose of creating more firewalls, and to ensure a transparent one-stop operator procurement process, GCIA published the RFP, formed an RFP review committee and assigned appropriate GCIA staff to evaluate the RFP along with WDB's RFP one-stop operator review committee. The RFP Review Team, which includes GCWDB business members along with GCIA's staff were required to read and sign-off on the "One-Stop Operator Procurement Team Confidentiality and Conflict of Interest Policy and Disclosure Form." Additionally, the RFP review team scored and made the recommendation of a one-stop operator proposal. One proposal, submitted by the County of Gloucester was received and reviewed.

Time Line:

January 18, 2017 WDB Executive Committee appoints members to the RFP Review Team. Appointed members include: Les Vail, Mike Girone, Hunter Kintzing, Jack Fisher and Sam Ferraino. The appointed members represent private sector and union affiliates.

February 27, 2017 GCWDB Chair, Les Vail sends letter to GCIA requesting the entity to be the procurement agent.

March 16, 2017 GCIA agrees to act as procurement agent on behalf of the GCWDB.

March 20, 2017 GCIA publishes RFP in Newspaper (SJ Times) and website.

March 27, 2017 GCIA sponsors one stop operator RFP technical assistance conference.

April 20, 2017 Proposals due to GCIA

April 21, 2017 RFP Review – one proposal received from County of Gloucester.

April 24, 2017 Offer and acceptance; publish scores and review process available on WDB web site.

May 3, 2017 GCWDB announces to members and guests at the quarterly conference the outcome of the RFP, which the proposal was awarded to Gloucester County - the one-stop operator entity for the Gloucester County American Job Center.

May 10, 2017 GCIA creates two year contract between GCWDB and the one-stop operator entity; County of Gloucester

May 17, 2017 Contract for One-Stop Operator is signed by the WDB and Gloucester County.

June 1, 2017 One-stop operator contract is in place.

July 1, 2017 One-Stop Operator contract for the American Job

Appendix 2 – Cost Allocation Plan Methodology

Cost Allocation Plan
For
Gloucester County, New Jersey
Department of Economic Development

I. Introduction

The Gloucester County Department of Economic Development fosters public/private partnerships to create an environment of sustainable growth through retaining, expanding and attracting quality of business by developing an educated and trained workforce. The Gloucester County Workforce Development Board (GCWDB) is a local partnership of top executives from business and county and State government agencies in Gloucester County. The GCWDB is designed to create a workforce tailored to meet the needs of the community and produce an environment that will empower businesses, as well as bring new industry to the area.

Under the oversight of Gloucester County Economic Development Director and One Stop Operator, the GCWDB administers the County's One-Stop Career Center. The Workforce Innovation Opportunity Act (WIOA) requires the Gloucester County Department of Economic Development to have a written Cost Allocation Plan (CAP) to describe the methodology and procedures used to identify, measure and allocate administrative and direct costs to various programs and benefiting cost objectives in accordance with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards" (formerly Federal OMB Circular A-87).

II. Federal Cost Principles

Federal cost principles, which are set forth in 2 CFR Part 200, Subpart E are policies used to determine which costs of an activity, project or program should be borne by the Federal Government. These principles ensure the consistent treatment of costs, regardless of whether reimbursement is received directly from the Federal Government or through another recipient of Federal funds. They provide the principles and standards for determining both direct and indirect costs applicable to Federal cost-based awards to governmental units. These principles are intended to achieve more efficient and uniform administration of Federal awards, and to foster better relationships between the Federal Government and states, local governments, and federally recognized Indian Tribal governments. It provides the foundation for greater uniformity in the costing procedures of nonfederal governments and in the reimbursement practices of Federal agencies. It should be used in conjunction with other applicable laws to provide comprehensive direction and accountability in Federal fund management.

The Federal cost principles at 200.400 (d) state: "The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award".

III. Organization Chart

The organizational chart of the Gloucester County Department of Economic Development is an integral part of the CAP, because it outlines the hierarchal structure showing the placement of each unit whose costs are chargeable to the programs operated by the organization. The Organizational Chart is included as Addendum A.

IV. Basis of Accounting

The County of Gloucester is a political subdivision of the State of New Jersey. The accounting policies of the County conform to the accounting principles applicable to counties, which have been prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Under this method of accounting, the County of Gloucester accounts for its transactions through separate funds, which differ from the funds required by GAAP.

The accounting principles and practices prescribed for counties in the State of New Jersey differ in certain respects from accounting principles generally accepted in the United States of America applicable to local governmental units. Generally, revenues are recorded when received in cash and expenditures are recorded when paid. As a result, County governments in the State of New Jersey do not report on an "Accrual Basis of Accounting" as prescribed by GAAP. For the purpose of preparing expense reports used for reporting and claiming costs to the Federal Government, the County of Gloucester uses the "Cash Basis of Accounting". The

County's accounting system separately records paid expenses and separately records encumbered funds, which are a result of the issuance of purchase orders or when a contract is executed in accordance with applicable State regulations. Encumbered funds (encumbrances) do not represent accrued expenses and, therefore, are not reported as allowable costs, until the encumbered funds are actually paid.

Federal regulations at 2 CFR 200.34 (a) state: "The charges (expenditures) may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.

The methodology used by the Gloucester County Department of Economic Development for reporting expenses/charges to Federal awards is on a "Cash Basis of Accounting".

V. Reconciliation To Official Financial Statements

It is imperative that all expenditure reports filed with Federal and/or State grantor agencies are based on the official financial system of the County of Gloucester and include appropriate amounts for non-cash cost or allowances as determined by the County's Finance Department for central service costs, including employee fringe benefits costs. For each reporting period, the Gloucester County Department of Economic Development shall prepare a reconciliation schedule to ensure that all cash expenditures and non-cash costs/allowances have been accounted for and included on the reports filed with the Federal/State grantor agencies. Addendum B is a sample format to accomplish the reconciliation process to official financial statements.

a. Expense Accounts

The list of all expense accounts used by the Gloucester County Department of Economic Development for the operation of the Department and its programs, including grant accounts is included as Addendum C. The paid expenses recorded in these accounts shall be assigned to functional cost activities or cost centers (cost objectives) of the Department, which are further described in the CAP methodology along with the basis for allocating these costs to intermediate functional cost centers/objectives and final cost objectives.

As discussed, above, under "Basis of Accounting", the accounting policies of the County conform to the accounting principles applicable to counties, which have been prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Under this method of accounting, the County of Gloucester accounts for its transactions through separate funds, which differ from the funds required by GAAP. Paid operating expenses of County departments shall be obtained from the following fund accounts:

Current Fund: For the current accounting period actual expenditures paid during the reporting year, from January 1 through December 31.

Appropriation

Reserves: For the current accounting period actual expenditures paid during the reporting year, from January 1 through December 31, from prior year reserves. Appropriation Reserves are created at the end of the year to reflect unexpended appropriation balances and are available until lapsed at the close the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding year. On a cash basis of accounting, these paid expenditures from prior year appropriation reserves should be reported in the reporting year when they were paid.

This differs from an accrual method of accounting, where appropriation reserves do not exist and encumbrances do not constitute expenditures.

Encumbered

Funds: For the current accounting period actual expenditures paid during the reporting year, from January 1 through December 31, from funds encumbered during prior year budget periods. On a cash basis of accounting, these paid expenditures from encumbered funds should be reported in the reporting year when they were paid.

This differs from an accrual method of accounting, where appropriation reserves do not exist and encumbrances do not constitute expenditures.

VI. Cost Allocation Methodology

The Workforce Innovation Opportunity Act (WIOA) requires the Gloucester County Department of Economic Development to have a written Cost Allocation Plan (CAP) to describe the methodology and procedures used to identify, measure and allocate administrative and direct costs to various programs and benefiting cost objectives in accordance with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards" (formerly Federal OMB Circular A-87).

Regarding classification of costs, the Federal cost principles at 200.412 state: "There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost must be direct with respect to some service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double-charging of Federal awards."

The following sections comprise the CAP methodology for the Gloucester County Department of Economic Development:

a. Final Program Cost Objectives

The following is a list of final program cost objectives of the Gloucester County Department of Economic Development:

1. TANF (Temporary Assistance to Needy Families) Administration
2. TANF Program
3. ADULT Administration
4. ADULT Program
5. DISLOC (Dislocated Workers) Administration
6. DISLOC Program
7. YOUTH Administration
8. YOUTH Program
9. CM (Case Management)/TANF Administration
10. CM/TANF Program
11. CM/GA (General Assistance) Administration
12. CM/GA Program
13. GA/SNAP (Supplemental Nutritional Assistance Program) Administration
14. GA/SNAP Program
15. CAVP (Career Advanced Voucher Program) Administration
16. CAV Program
17. WORK VER (verification)
18. UNALLOWABLE COSTS
19. ALL OTHER COSTS

b. Functional Cost Centers for Assigning Personnel and Other Costs

The following functional costs centers are established for the purpose of this CAP to capture direct costs of the Department, which shall be further distributed to final cost objectives using statistical data defined under the "Basis of Allocation" section.

County Central Service Costs: The County of Gloucester prepares an annual Central Service Cost Allocation Plan (CSCAP), in accordance with requirements of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards" (formerly Federal OMB Circular A-87). The CSCAP identifies the County-wide indirect costs that are allocable to every County department and agency. The indirect costs identified for the Department of Economic Development is a layer of

allowable costs that should be added to the direct costs incurred by the Department so that these costs can be further assigned and allocated to appropriate cost centers and final cost objectives of the Department.

The CSCAP determines annual indirect cost amounts for a specific prior calendar year (County's fiscal year ended December 31st) and, therefore, shall be considered provisional costs for a current reporting period of the Department. For example, actual 2015 indirect costs from the CSCAP shall be used as provisional indirect costs for the Department's Calendar Year 2017. When Calendar Year 2017 actual indirect costs are available from the County's CSCAP, a final settlement adjustment shall be calculated to adjust 2017 provisional costs to 2017 actual costs. The 2017 final settlement adjustment shall be reported by the Department in Calendar Year 2019.

Each month, one twelfth (1/12) of the annual provisional indirect cost amounts shall be reported for each of the Department's current Calendar Year monthly reporting periods. The prior year final settlement adjustment amounts shall be reported by the Department as a lump sum adjustment in a current reporting period. This process ensures that the County's central service indirect costs are properly reported on the Department's expense reports to reflect actual costs on a retrospective reimbursement basis.

The cost components of the CSCAP shall be summarized into the following two (2) cost center groupings for further allocation to benefiting cost objectives of the Department:

- General Administrative: Allocated based on total direct salaries and wages.
- Facility Costs-Budd Boulevard: Allocated based on total direct salaries and wages of employees working in the Budd Boulevard location.

County-wide Employee Fringe Benefits Costs: Employee Fringe Benefits costs are centrally budgeted by the County of Gloucester. As a result, these costs must be allocated to each County department and agency to which they apply. The County's annual Central Service Cost Allocation Plan (CSCAP), which is prepared in accordance with requirements of 2 CFR Part 200 includes a calculation of a County-wide Employee Fringe Benefits Rate based on actual costs for a particular Calendar Year, which applies to all direct Salaries & Wages of County departments and agencies, including vacation, holiday, sick leave, and overtime pay. The total Employee Fringe Benefits costs applicable to the Department of Economic Development shall be determined for each Calendar Year reporting month of the Department by multiplying an established provisional County-wide Employee Fringe Benefits Rate times the total actual direct salaries and wages of the Department for the reporting month. The total monthly provisional fringe benefits costs shall be recorded as a non-cash lump sum adjustment amount, which is an add-on cost to the Department and shall be allocated based on the total direct salaries and wages of the Department's functional cost centers and final cost objectives.

The provisional Employee Fringe Benefits Rate can be the rate last calculated from a prior year County's CSCAP or it can be an estimated rate calculated by the County Finance Department to reflect more current fringe benefits costs associated with the reporting year. When the actual Employee Fringe Benefits Rate is available from the County's CSCAP, a final settlement adjustment shall be calculated to adjust provisional costs to actual costs.

The prior year final settlement adjustment amount shall be reported by the Department as a lump sum adjustment in a current reporting period. This process ensures that the County's central service employee fringe benefits costs are properly reported on the Department's expense reports to reflect actual costs on a retrospective reimbursement basis.

Office of Economic Development Director: The allowable direct Salaries & Wages and Other (non-salary) Expenses incurred for the operation of the Office of the Economic Development Director. These costs include management, administrative and clerical support personnel and related non-salary costs incurred for the overall benefit of the Department of Economic Development. These costs shall be allocated based on direct salaries and wages.

Office of Workforce Development Board Executive Director: The allowable direct Salaries & Wages and Other (non-salary) Expenses incurred for the operation of the Office of the Economic Development Board Executive Director shall be assigned to this functional cost center. These costs include management, administrative and clerical support personnel and related non-salary costs incurred for the overall benefit of the Department of Economic Development. These costs shall be allocated based on direct salaries and wages.

Other Direct Salaries and Wages: Other direct salaries and wages of the following organizational work units of the Gloucester County Department of Economic Development (see Addendum A for Calendar Year 2017 Organizational Chart) shall be allocated to

cost objectives based on the calculated percentages obtained from each Employee Monthly Time Sheet (see Addendum D for Employee Monthly Time Sheet):

Administrative Clerical Services

Employment Services

Employment Services Counselors

Contract Monitoring

Management Information Services (MIS)

Employment Test Monitoring

Support Services

Workforce Program Development

Business Services (Business Retention)

General Administrative Non-Salary Costs: The following costs shall be pooled together as General Administrative Non-Salary Costs and allocated to final program cost objectives based on direct salaries and wages:

- Printing;
- Computer Supplies;
- Audit;
- Reproduction Machine Rental;
- Books & Subscriptions;
- Data Processing Equipment;
- Travel;
- Meetings, Dues, Conference & Training; and
- Food.

Advertising: These costs shall be charged directly to final program cost objectives, where possible, otherwise, general advertising that benefits all final program cost objectives shall be allocated based on total direct program costs.

Apprenticeship Program (Work-based Training): These costs shall be charged directly to final program cost objectives.

Adult IT's (Training Contracts): These costs shall be charged directly to final program cost objectives.

Future Works Contract (Program NPS Other): These costs shall be charged directly to final program cost objectives.

Building Rental – One Stop Lease: These costs shall be allocated based on the direct salaries and wages of employees charged to final program cost objectives.

Youth ITA's (Contracted Services): These costs shall be charged directly to final program cost objectives.

Unallowable Costs: Any cost determined to be unallowable shall be separately identified and accounted for in accordance with the Federal Cost Principles. Moreover, unallowable costs should bear their fair share of allocated indirect costs, where appropriate.

All Other Costs: All other costs, both salaries and wages, and other expenses that are not allocable to Federal awards shall be assigned to an "All Other" final cost objective.

c. Basis for Allocation

Federal cost principles require that where a cost or activity benefits multiple activities or programs, those costs must be allocated in accordance with the relative benefits received by each activity or program. This requirement is an underlying principle of cost allocation. Exceptions to this requirement are permissible only under certain circumstances. Where an awarding agency determines that costs allocable to another program or cost objective are allowable under the agency's program, then the unallocable costs may be borne by the awarding agency's program. This shifting of costs is permitted only when enabling legislation of the awarding agency permits such cost shifting. In the absence of such authorization, costs must be allocated to all benefiting programs.

Addendum E summarizes the "Basis for Allocation" for each functional cost center. The "Basis for Allocation" identifies the statistical data used for the purpose of allocating costs of the Gloucester County Department of Economic Development.

d. Distribution of Salaries and Wages

Federal cost principles require Standards for Documentation of Personnel Expenses. Section 200.430(i)(1) states: "Charges to Federal awards for salaries and wages must be based on records that adequately reflect the work performed." Moreover, section 200.430(i)(1)(vii) states: "Support the distribution of the employee's salary and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect cost activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity."

The Gloucester County Department of Economic Development shall use a monthly employee time sheet to support the distribution of the employee's salary and wages among specific activities or cost objectives. Addendum D is a sample of the Employee Monthly Time Sheet.

VII. Required Certification Statement

Federal regulations at 2 CFR 200.415(a) require certification statements, which states: "To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

American Job Center²³

Referral Form

(For AJC partners not co-located at the AJC)

Date: _____

Referring Agency/Staff: _____

Reason for Referral _____

Destination Agency: _____

Last Name: _____ First Name _____

Address: _____ City _____ State: ____ Zip: _____

Telephone #: _____ Cell phone # _____

E-mail address: _____

Appointment Date: ____/____/____ Appointment time: _____

²³ For list of services see job seeker services as listed on page ten (10) of MOU

Appendix 4 Universal Release Form

American Job Center
Universal Authorization Request
Consumer/Customer Medical and Information Release Form

Consumer/Customer Name: _____ DOB: _____

Address: _____

Social Security Number – last four digits: _____ *SSN is used for data matching purposes only

I authorize the American Job Center and partner agencies (DVRS, Employment Service, WIOA Adult, Dislocated, Youth and WLL) to obtain and release copies of all program generated records, which include my name, social security number, student ID, address and date of birth. I understand the use of the records is limited to and in connection with information exchange, the audit and evaluation of federally supported education and training programs or in connection with the enforcement of the federal legal requirements related to Title I, II, III, & IV of WIOA grant programs.

This information will remain in effect for three (3) years from the signature date unless limited herein which case it will expire on: _____.

If I wish to revoke this authorization before the date listed above, I must provide written notice to the American Job Center or issuing partner. Revocation will not have any effect on any actions the American Job Center's partners has already taken in reliance on the Authorization prior to receiving written revocations.

I may refuse to sign or may revoke at any time, this authorization for any reason and that refusal or revocation will not affect the commencement, continuation or quality of my treatment at the American Job Center unless it is necessary to make an eligibility determination, develop a plan of service or to provide services.

I have read this authorization and have had the chance to ask questions about the use and disclosure of my information. By signing below, I voluntarily authorize the American Job Center and its partners to use my information in the manner described above.

Client or Guardian Signature: _____ Date: _____

If this form is signed by a parent or guardian, please complete the following:

Print name of client's parent or guardian: _____ Relationship: _____

Division of Vocational Rehabilitation Services (DVRS) Consumers Only:

I authorize the Division of Vocational Rehabilitation Services to obtain my medical information for the period _____ to _____ as stated below:

- | | | |
|--|--|--|
| <input type="checkbox"/> ABSTRACT | <input type="checkbox"/> HISTORY & PHYSICAL EXAM | <input type="checkbox"/> ORTHOPEDIC EVALUATION |
| <input type="checkbox"/> BILLING INFO | <input type="checkbox"/> HIV/AIDS | <input type="checkbox"/> PROGRESS NOTES |
| <input type="checkbox"/> COMPLETE RECORD | <input type="checkbox"/> LAB, X-RAYS & TESTS | <input type="checkbox"/> PSYCHIATRIC EVALUATION |
| <input type="checkbox"/> CONSULTATIONS | <input type="checkbox"/> NURSES' NOTES | <input type="checkbox"/> PSYCHOLOGICAL EVALUATION |
| <input type="checkbox"/> DISCHARGE SUMMARY | <input type="checkbox"/> OPERATIVE REPTS & PATHOLOGY | <input type="checkbox"/> SPEECH/HEARING EVALUATION |
| <input type="checkbox"/> EMERGENCY ROOM RECORD | | <input type="checkbox"/> SUBSTANCE ABUSE REPORTS |
| <input type="checkbox"/> OTHER _____ | | |

TO: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

Phone: 856-384-3730 Fax: 856-384-3777

From: Division of Vocational Rehabilitation

Counselor Name & Title: _____

215 Crown Point Road, Suite 200, Thorofare, NJ 08086

Appendix 5 Record Retention Policy

Record Retention / Disposition Schedule for the American Job Center Partners:

ALL WIOA Adult/Dislocated/Youth, Work First New Jersey (WFNJ) (TANF/GA/SNAP), Workforce Learning Link (WLL) Area Contracts: These programs provide assistance regarding employment and training, adult literacy, as well as self-sufficiency "to-work" contracts/MOUs. File may contain but not limited to the following: RFP and subsequent sub-recipient contracts, Inter-local service agreements, vendor audits as well as internal (local & state) audits. Files are held at the Gloucester County Workforce Development Office then shipped to County to be destroyed.

Audit Retention: 3 years provided all audit findings are resolved then destroyed.

Local Area funded (sub recipient) contracts: Retention: 7 years after contract expiration then destroyed.

RFP responses reviewed but not approved: Retention: 1 year after review then destroyed.

WIOA ADULT/DISLOCATED/YOUTH/SUMMER YOUTH INITIATIVE/WFNI/WLL Customer Files: Programs provide assistance regarding employment and training programs; TANF/GA/SNAP "to-work" programs; and adult basic education to include computer literacy. These programs are NJ State and/or federally funded. File may contain but not limited to: customer AOSOS registration form, resumes, program registration form, test scores, social security numbers, certification forms, supporting financial documents, participant applications, correspondence, medical and information release forms. Customer files are held at the local American Job Center then shipped to be destroyed by the County.

Applicants Approved: Retention: 7 years after termination from program then destroyed.

Applicants interviewed & not eligible: Retention: 1 year after termination then destroyed.

Applicants denied/sanctioned: Retention: 3 years after termination from program then destroyed.

EA/PROS/RESEA reemployment programs: Programs providing assistance regarding employment, job search assistance and training programs which are state and/or federally funded. File may contain but is not limited to: Customer AOSOS registration form, resume, IWP, correspondence and supporting documentation.

Applicants Approved Retention: 7 years after termination from program then destroyed.

Applicants interviewed & not eligible/excused Retention: 1 year then then destroyed.

Tuition Waiver Training Program: A program providing assistance to participants interested in career training and career enhancement and tools for self-sufficiency. File may contain but not limited to: copies of tuition waiver form, resume, class schedule, class grades, ITA, correspondence and supporting documentation.

Applicants Approved Retention: 7 years after termination from program then destroyed.

Applicants Denied/not eligible Retention: 3 years and then destroyed.

Division of Vocational Rehabilitation Services (DVRS): Their mission is to enable individuals with disabilities to achieve employment outcomes consistent with their strengths, priorities, needs, abilities and capabilities. DVRS help individuals with disabilities that are having trouble finding or holding a job because of their disability. Consumer files may contain but not limited to: program registration forms, test scores, social security numbers, certification forms, supporting financial documents, participant applications, correspondence, medical and information release forms. Personnel records and audits handled through our central office in Trenton.

Applicants Approved and closed Retention: 3 years in local office and then are shipped to warehouse in Trenton. They are held for 7 years and destroyed after that time.

Appendix 6 – Gloucester County WDB Priority of Service Policy

Purpose

This policy provides guidance and establishes the procedures regarding priority of services for veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient as well as a locally identified priority; ex-offenders. (to be amended 10-18-17)

Affected Parties

This policy applies to all Adult (Title I) WIOA participants receiving individualized career services and training services. Title I Adult and Dislocated and Employment Service staff are responsible for implementing this policy. The Gloucester County WDB creates and oversees AJC policies and procedures.

References

- WIOA Section 134(c)(3)(E)
- WIOA Section 134 (c)(2)(A)(i)-(xi)
- WIOA Section 134 (c)(2)(A)(xii)
- WIOA Section 3(36)
- WIOA Section 3(50)
- WIOA Section 3 (5)
- Training and Employment Guidance Letter (TEGL) 3-15
- Jobs for Veterans Act (JVA) of 2008
- New Jersey Workforce Innovation Notice (NJWIN) 11-16 (A)

Background

WIA required that if funds allocated to a local area for adult employment and training activities were limited, priority of service was to be provided to recipients for public assistance and other low-income individuals for intensive and training services.

WIOA made several changes to the priority of service requirement by adding individuals who are basic skills deficient, allowing local WDB identify a priority population, changing intensive services to career individualized services, and removing the provision stating priority of service is only applied if funding is limited.

Veterans and eligible spouses continue to receive priority of service for all Department of Labor (DOL) funded programs amongst all participants.

Priority of Service Requirement

As stated in WIOA Section 134 (c)(3)(E), with respect to individualized career services and training services funded with WIOA Adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, and ex-offenders.

Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the Dislocated Worker population. WIOA Adult funding priority of service does not affect or negate the priority of service provided to veterans and eligible spouses. A veteran is a person who served at least one day in the Armed Forces, and who was discharged or released under condition other than dishonorable. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet Gloucester County WDB's Veteran's Priority of Service criteria. Therefore, for adult funded services, the program's eligibility determination must be made first, then veteran's priority applied.

The WIOA Title I Adult program has a statutory priority for individuals who are receiving public assistance, low income-individuals and basic-skills deficient individuals. The GCWDB has identified ex-offenders as a priority of service.

When programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority described above, priority must be provided in the following order:

First, to veterans and eligible spouses included in the groups given statutory priority for WIOA Formula funds. Meaning, veterans and eligible spouses who are on public assistance would receive first priority for services provided with WIOA Adult formula funds.

Second, to persons who are not Veterans or eligible spouses, who are include in the groups given statutory priority for WIOA Adult formula funds; public assistance recipients, low income individuals and individuals who are basic skills deficient.

Third, to veteran and eligible spouses who are not included in WIOA's priority groups, but are included in the locally-identified priority group (i.e. Gloucester County residents).

Fourth, to non-covered individuals who are not included in WIOA's priority groups, but are included in the locally-identified priority group (i.e. Gloucester County residents).

Fifth, to non-covered persons (not veterans or eligible spouses) who do not meet the statutory priority outside the groups given priority under WIOA; public assistance recipients, low income individuals, individuals who are basic skills deficient and the local area priority group; not an ex-offender.

Individuals may meet multiple categories; in these cases, the highest priority level that a person is eligible applies to them. For example, a local area identifies an ex-offender as a local priority as a local priority group. If a person is an – ex-offender, and low income, that person would receive first or second priority, depending on their veteran status.²⁴

Definitions

The term “**Priority of Service**” means, with respect to any qualified job training program, that a cover person shall be given priority over non-covered person for the receipt of employment, training and placement services provided under that program, notwithstanding any other provisions of the law.

“Covered Person” - as defined in section 2(a) of the JVA means the spouse of any of the following individuals:

- (1) Any veteran who died of a service-connected disability;
- (2) Any member of the Armed Forces serving on active duty who, at the time of application for service under this section, is listed in one of more of the following categories and has been so listed for a total of more than 90 days: (I) missing in action; (II) captured in the line of duty by a hostile force or (III) forcibly detained or interned in line of duty by a foreign government to power.
- (3) Any veteran who has a total disability resulting from a service-connected disability as evaluated by the Department of Veterans Affairs;
- (4) Any veteran who died while having a disability, as indicated in bullet (3) of this definition was in existence.²⁵ A spouse whose eligibility is derived from a living veteran or service member (category 2 or 3 above) would lose his or her eligibility if the veteran or service member were to lose the status that is the basis for the eligibility (e.g. if a veteran with a total service connected disability were to receive a revised disability rating at a lower level). Similarly, for a spouse whose eligibility is derived from a living veteran or service member, that eligibility would be lost upon divorce from the veteran or service member.

²⁴ NJ WIN 11-16 (A), 10/25/16

²⁵ Federal Register, Veterans Employment and Training Service for Covered Persons; Final Rule, Friday, December 19, 2009, pg. 78142

A “low-income individual” is an individual who:

- (1) Receives, or is a member of a family that receives, cash payments under a Federal, State or local income-based public assistance program;
- (2) Received an income, or is a member of a family that received a total family income for a six month period prior to application for the program involved, that in relation to family size , does not exceed the higher of
 - a. The Federal Poverty Line for an equivalent period (See Attachment); or
 - b. 70 percent of the Lower Living Standard Income Level (LLSIL) for an equivalent period (see Attachment);
- (3) Is a member of a household that receives Supplemental Nutritional Assistance Program (SNAP);
- (4) Qualifies as a homeless individual;
- (5) Is a foster child;
- (6) Receives, or is eligible to receive a free or reduced price lunch; or
- (7) Is an individual with a disability whose own income meets the requirements of this clause, but who is member of a family who income does not meet such requirements, [WIOA Section 3(36)]

Public Assistance Recipient

An individual that receives federal, state or local government cash payments for which eligibility is determined by a needs or income test, [WIOA Section 3(50)].

Basic Skills Deficient

An individual who is “basic skills deficient” is an individual who is unable to compute or solve problems, or read, write or speak English, at level necessary to function on the job, in the individual’s family, or in society [WIOA Section 3 (5)]. Basic skills deficient also includes individuals who do not have a high school diploma. An adult may be assessed as basic skills deficient through Employment Specialist/Counselor observations and documented in AOSOS. For instance, the Employment Specialist/Counselor or Interviewer may observe that the adult is not able to read or fill out an application form, or does not have basic computer literacy.

Criteria Used to determine whether an individual is basic skills deficient:

Criteria Used	Documentation Required
Lacks a high school diploma	Self-Attestation
Enrolled in a Title II Adult Education and Literacy Program	Referral or records from a Title II Adult Basic Education program
English, reading, writing, or computer skills at 7.0 grade level or below	Basic skills assessment (TABE) test results
Determined to have limited English speaking skills	Referral or records from an English Language Learner program and/or case notes demonstrating staff assessment
Lacking computer literacy defined as: non-technical knowledge of computers and how to use them	Self-Attestation and/or case notes demonstrating staff assessment

It should be noted, a lack of soft skills or specific skills needed for a particular job may not be used to determine an otherwise high functioning individual as basic skills deficient.

Self-Attestation

When a participant states his or her status for a particular data element, such as low income, and then signs and dates a form acknowledging this status. The key elements for self-attestation are:

- A. The participant identifying his or her status for permitted elements; and
- B. Signing and dating a form attesting to this self-identification. The completed self-attestation form with signature remains part of the eligibility verification and must be filed in the participant's file and documented in AOSOS.

Note that, self-attestation is not to be used as the primary method of gathering documentation to verify data elements. Self-attestation as a documentation source is only to be used when the preferred options of paper documentation or third party collaboration are not available.

Career and Training Services

Under WIOA, the WIA core and intensive services are merged into a new category entitled "career services." The career services category includes basic career services, found at WIOA section 134 (c)(2)(A)(i)-(xi), and individualized career services, found at WIOA Section 134 (c)(2)(A)(xii). Basic career services are not subject to the priority of service requirement; however, individualized career services and training services are subject to the requirement. (See Attachments I, II, III & IV).

Basic Career Services

Basic Career Services must be made available to all individuals seeking services served in the American Job Center of Gloucester County (AJCGC) delivery system and includes:

- **Determinations** of whether the individual is **eligible** to receive assistance from the adult, dislocated worker, or youth programs
- **Outreach, intake** (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system;
- **Initial assessment** of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services, including-
 - **Job search and placement assistance**, and, when needed by an individual, career counseling, including-
 - **Provision of information on in-demand industry sectors** and occupations (as defined in sec.3(23) of WIOA); and,
 - **Provision of information on nontraditional employment** (as defined in sec. 3(37) of WIOA);
- **Provision of referrals** to and coordination of activities with other programs and services, including those within the AJCGC/one-stop delivery system and, when appropriate, other workforce development programs;
- **Provisions of workforce and labor market employment statistics information**, including the provision of accurate information relating to local, regional, and national labor market areas, including-
 - Job vacancy listings in labor market areas;
 - Information on job skills necessary to obtain the vacant jobs listed; and
 - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- **Provision of performance** information and program cost information on eligible providers of training services by program and type of providers;
- **Provision of information** about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- **Provision of information** relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;

- **Assistance** in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- **Provision of information and assistance regarding filing claims under the UI programs**, including meaningful assistance to individuals seeking assistance in filing a claim-
 - Meaningful assistance means providing assistance;
 - On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or
 - **By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time;**

Individualized Career Services and Training Services

If American Job Center (AJC) staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual. These services must be available in all comprehensive AJCs. AJC staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate.

Individualized Career Services

Individualized career services are subject to priority of service, and consist of the following:

- A. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
 - 1. Diagnostic testing and use of other assessment tools; and
 - 2. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- B. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives
- C. Group counseling
- D. Individual counseling
- E. Career planning
- F. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
- G. Internships and work experiences linked to careers.
- H. Workforce preparation activities.
- I. Financial literacy services.
- J. Out-of-area job search assistance and relocation assistance.
- K. English language acquisition and integrated education and training programs.

Training Services

Training services are subject to priority of services, and consist of the following:

- A. Occupational skills training, including training for nontraditional employment
- B. On-the-job training.
- C. Incumbent worker training.
- D. Programs that combine workplace training with related instruction, which may include cooperative education programs.
- E. Training programs operated by the private sector.
- F. Skill upgrading and retraining.
- G. Entrepreneurial training.
- H. Transitional jobs.

- I. Job readiness training provided in combination with another training service.
- J. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
- K. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Documentation Verifying "Priority of Service" under WIOA

Documentation

Staff at the American Job Center of Gloucester County may use the following sources of documentation to verify whether an adult participant qualifies for priority of service under WIOA

Priority of Service	
Priority of Service Criteria	Acceptable Documentation <small>(only if the documentation sources listed below may be used)</small>
Recipient of public assistance	Cross-match with public assistance database Copy of authorization to receive cash public assistance Copy of public assistance check Medical card showing cash grant status Public assistance records Refugee assistance records
Low income	Alimony agreement Award letter from Veterans Administration Bank statements Compensation award letter Court award letter Pension statement Employer statement/contact Family or business financial records Housing authority verification Pay stubs Public assistance records Quarterly estimated tax for self-employed persons Social Security benefits Unemployment Insurance documents Self attestation*
Basic skills deficient (see Definition section)	School records Results of academic assessment Case notes in AOSOS* Self attestation*
Veteran and/or spouse of veteran	Copy of the DD-214
Ex-offender	Third party referral, NJDOC identification or self-attestation. Adult participant will need list their criminal record. NJ Criminal records can be obtain via: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> State Section of Identification Records & Identification Bureau New Jersey State Police PO Box 7068 West Trenton, NJ 08628 </div> <div style="width: 35%;"> T. 609-882-2000 x 6425 F. 609-530-4856 </div> </div>
*Reference the Definition section of this policy for additional guidance on case notes and self-attestation being used for documentation purposes.	

Appendix 7 One-Stop Operating Budget

Cost Category	Cost Pool	Cost Item	WICA Title I (county)	ES	DVRS	JVSG	SCSEP (Pathstone)	UI	OSHA/Boiler & Pressure Staff (PSP)	Mid-Atlantic States (PSP)	*WD&EO-WFNI OT	wage/hour	Total	Comments
Career Services	Consultants & Contracted Expenses	External Workshop Conductors	\$ 25,000.00											Drivers Education, library, expungement & license restoration
Shared Services	Consultants & Contracted Expenses	Resource Room (WIL)	\$ 71,000.00											
Infrastructure Costs	Accessibility Software/Tools	Assistive Technology for Individuals with Disabilities	\$ -											
Infrastructure Costs	General Office Expense	Postage and Freight												see indirect rate
Infrastructure Costs	General Office Expense	Printing	\$ 18,415.00											cost of "forms"
Infrastructure Costs	Outreach Costs	Outreach	\$ 19,468.98											
Infrastructure Costs	Equipment Costs	Equipment Repairs/Maintenance												
Infrastructure Costs	Equipment Costs	Purchase of new Equipment	\$ 8,963.19											need \$ amount of New Computers for AIC County Staff
Infrastructure Costs	Facilities (AIC)	Technology includes Internet Connections - Common/Shared Areas/office areas/AOSOS/Career Connections Software	\$ 18,239.00	\$ 14,030.00	\$ -	\$ 1,403.00	*0	\$ -	\$ 579.00	\$ 1,403.00	\$ 1,403.00	\$ 579.00		*in-kind contributions
Infrastructure Costs	General Office Expense	Office Supplies												see budgeted amount
Infrastructure Costs	Facilities (AIC)	Lease includes Lease Cost @ \$17.00 and Adtl Cost @ \$14.69	\$ 86,324.72	\$ 122,564.24	\$ 129,580.41	\$ 2,028.16	\$ -	\$ 99,031.25	\$ 2,028.16	\$ 405.63	\$ 2,028.16	\$ 2,839.42	\$ 446,830.15	Additional Costs includes escalation oper. Exp, janitorial, operational maintenance, parking, refuse removal, security services, telephone lines, internet access & energy/utilities
Infrastructure Costs	Software	AOSOS System - Crystal Reports	\$ 815.10											
Infrastructure Costs	Signage	Signage AIC Banners	\$ 550.00											
Infrastructure Costs	Software	Assessment Software	\$ 11,884.00											includes TABE, Kuder
Infrastructure Costs	General Office Expense	Meeting Notices	\$ 48.17											
Shared Services	Travel & Training	Training Staff	\$ 4,632.00											
Infrastructure Costs	Software	WEB Page update	\$ 1,225.00											
Infrastructure Costs	Software	Systems software Future Works	\$ 7,416.00											
Shared Services	General Office Expense	Intake & Triage Staff	\$ 116,380.00											
Shared Services	Contracted Services	Front Desk Staffing by (SCSEP)	\$ -				in-kind							LWD contracted with SCECP
Shared Services	Contracted Services	Security	\$ 22,140.00	\$ 22,140.00	\$ 22,140.00			\$ 22,140.00						
Shared Services	Consultants	Expungement / Re-entry Services	\$ 4,000.00											non-cash contribution by Mid-Atlantic States Career and Education Center
		Total	\$ 416,501.16	\$ 158,734.24	\$ 151,720.41	\$ 3,431.16		\$ 121,171.25	\$ 2,807.16	\$ 1,808.63	\$ 3,481.16	\$ 3,418.42	\$ 862,823.59	

Appendix 8 – Infrastructure Funding Agreement (IFA)

Cost Category	Cost Pool	Cost Item	WIOA Title I (county)	ES	DVRS	JVSG	SCSEP (Patstone)	UI	OSHA/Boiler & Pressure Staff	Mid-Atlantic States(PPP)	*WD&EO-WFNU OJT	wage/hour	Total	Comments
Infrastructure Costs	Accessibility Software/Tools	Assistive Technology for Individuals with Disabilities	\$ -											
Infrastructure Costs	General Office Expense	Postage and Freight	\$ 7,855.00											
Infrastructure Costs	General Office Expense	Printing	\$ 18,415.00											
Infrastructure Costs	Outreach Costs	Outreach (businesses)	\$ 17,881.21											non-cash contribution
Infrastructure Costs	Outreach Costs	Outreach (general public)	\$ 19,468.98											
Infrastructure Costs	Equipment Costs	Equipment Repairs/Maintenance												
Infrastructure Costs	Equipment Costs	Purchase of new computer equipment	\$ 14,304.67											
Infrastructure Costs	General Office Expense	Office Supplies	\$ 2,730.00											
Infrastructure Costs	Facilities (AIC)	Lease includes Lease Cost @ \$17.00 and Adm Cost @ 14.69	\$ 86,324.72	\$ 122,564.24	\$ 129,580.41	\$ 2,028.16	\$ -	\$ 99,031.25	\$ 2,028.16	\$ 485.63	\$ 2,028.16	\$ 2,839.42	\$ 446,830.15	Additional Costs includes escalation oper. Exp, janitorial, operational maintenance, parking, refuse removal, telephone lines, internet access & energy/utilities
Infrastructure Costs	Software	AGSOS System - Crystal Reports	\$ 815.10											
Infrastructure Costs	Signage	Signage AIC Banners	\$ 550.00											
Infrastructure Costs	Software	Assessment Software	\$ 11,884.00											Includes TABE & Kuder
Infrastructure Costs	General Office Expense	Meeting Notices	\$ 48.17											
Infrastructure Costs	Software	WEB Page update	\$ 1,225.00											
Infrastructure Costs	Software	Systems software Future Works	\$ 7,416.00											
Infrastructure Costs	Technology (AIC)	Technology	\$ 18,238.00	\$ 14,030.00	\$ -	\$ 1,403.00	\$ -	\$ -	\$ 579.00	\$ 1,403.00				
Infrastructure Costs	General Office Expense	Record Retention	\$ 2,329.00											
		Total	\$ 209,485.85	\$ 136,594.24	\$ 129,580.41	\$ 3,431.16	\$ -	\$ 99,031.25	\$ 2,607.16	\$ 1,808.63	\$ 2,028.16	\$ 2,839.42	\$ 587,406.28	

Item 7 WDB web site, members and minutes

WDB Web Site: <http://www.gcwdb.org>

WDB Members

<http://www.co.gloucester.nj.us/civica/filebank/blobdload.asp?BlobID=9040>

WDB Meeting Minutes

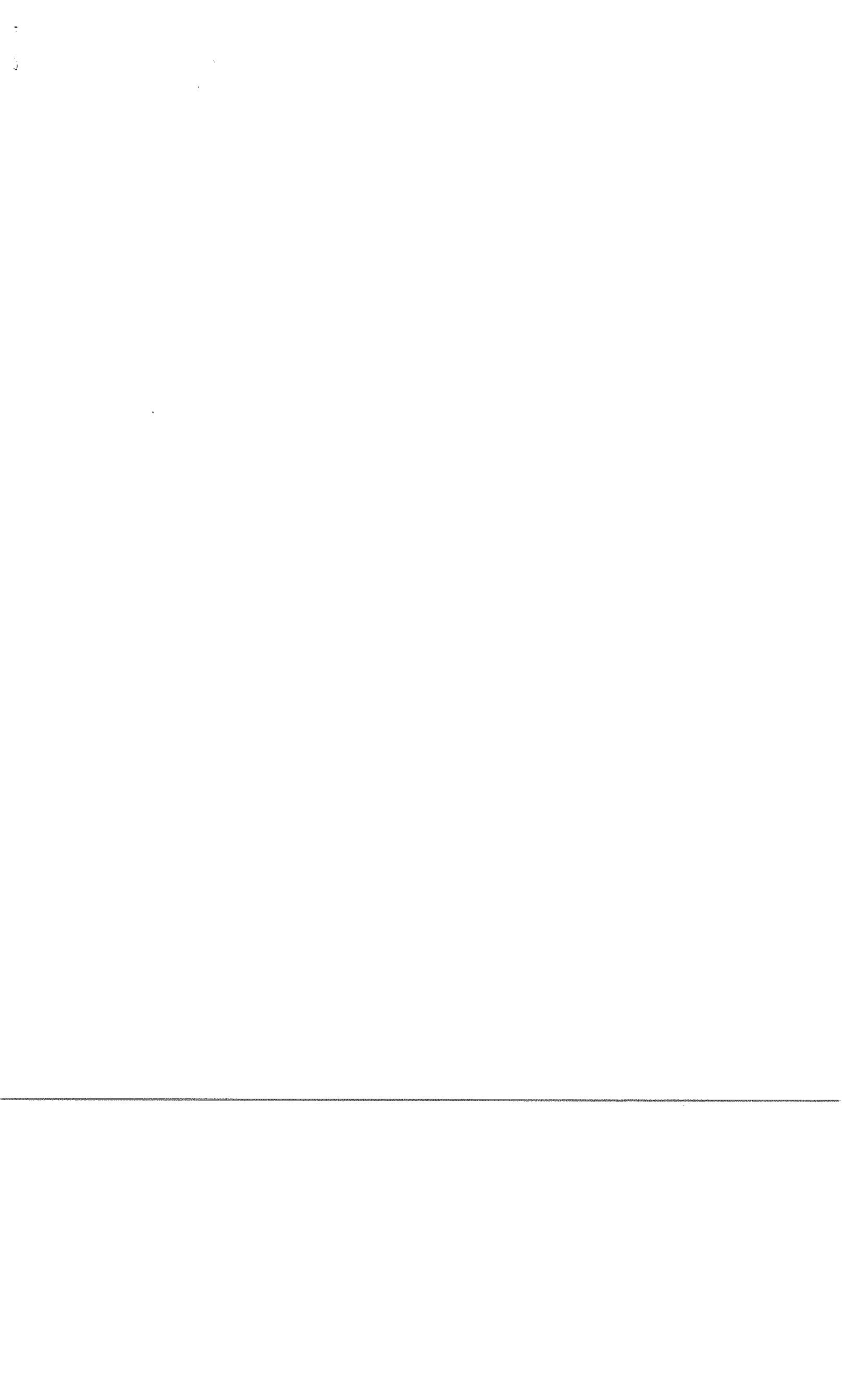
<http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/default.asp>

Item 8 – WDB Committees

Executive and AJC Operations Committee

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/ec.asp>

Name	WDB Title	Category
Les Vail	WDB Chair	Business (Chair of Marketing Business Outreach Committee)
Michael Girone	WDB Vice-Chair	Business
Anthony Bellia	Chair - Marketing & Business Outreach	Business
Tom Bianco	GC Economic Development	One-Stop (AJC) Operator
Ralph Bingham	GC Library System	Member AJC Operations/Partner
Tom Brown	Mid-Atlantic States Career & Ed. Center (MASCEC)	Member – Operations – Contractor WFNJ & Re-entry
Dr. William King	Chair, Community Needs	Business
Hunter Kintzing	Chair, Resource Analysis & Budget	Business Member
William Lang	GC Div. Social Services	Member – Operations
Cleve Bryan	Chair, Youth Development	Member – Youth
Lisa Cerny	GC Human & Disability Services.	Member – Operations
Robert M. Damminger	Freeholder Director	CEO – Member
Robert Demarco	ES Manager	Member - Operations
Michael Dicken	GCIT	Member
Sam Ferraino	Vice-Chair Apprenticeship & Industry Development	Member
Jack Fisher	Chair Apprenticeship & Industry Development	Member
Kim Gober	GC Housing Authority	Member - Operations
Stephen Hart	Supervisor	Member - Operations
Brigitte Satchell	Dean – Continuing Ed – RCGC	Member – Operations & Community Needs Literacy
Michelle Shirey	WDB Director	Member
Heather Simmons	Freeholder Liaison	Member
Stacey Smith	DVRS -	Member
Denise Taguwa	NJLWD	Member
Eileen Gallo	WDB Staff	
Bridget DiGiambattista	WDB Staff	



Apprenticeship & Industry Development Committee

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/awdc.asp>

Jack Fisher, Chair	Sam Ferraino, Co-Chair
Ralph Bingham, GC Library System	Robert DeMarco, NJLWD
Mike Dugan, NJLWD	Peter Kaprielyan, Business
Alisha Thompson, DWD	JaNea Wilson, NJLWD
Melissa Eckstein, Gateway High School	John Furfari, WDB Staff
Bridget DiGiambattista, WDB Staff	
Kim Alexander, GCIT	Anthony Bellia, Business
Jeffrey Berger, Union	Tom Bianco, GC Economic Development
Michael Blatt, USDOL	Patty Claghorn, RCGC
Cindy Cliver, Abilities Solutions	Anthony DiFabio, Robin's Nest
Lou Jiacopello, Union	Brian Mattei, County Apprentice Coordinator
James Robinson, Business	Dan Ruotolo, Business
Brigette Satchell, RCGC	Jenn Shaw-Knab, DVRS
Michelle Shirey, GC WDB	Stacey Smith, DVRS

Community Needs Assessment – Literacy, Disabilities and Ex-offender/Re-Entry

Minutes reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/cnac/default.asp>

Dr. W. King, Chair	Tom Bianco, Co-Chair
David Zeck, MASCEC	Lorrie Covolesky, Abilities Solutions
Heather Faulkner, GC Housing Authority	Joseph Ferrari, DWD
Kimberly Quigley, St. John of God	Brigette Satchell, RCGC
Stacey Smith, DVRS	Cathleen Scanlon, St. John of God
Theresa Rohlfing, Ctr. For Independent Lvg.	Eileen Gallo, WDB Staff
Bridget DiGiambattista, WDB Staff	Tom Brown, CFO - MASCEC
Euletta Gordon, Business	
Heather Candelaria, CBVI	Ray Childs, GC DoC
Matt Ford, Literacy NJ	Rev. A. Frazier, FBO
Stephen Goodman, Volunteers of America	Gina Hoffman, Mosaic Family Success Center
Saranda Karpuzi, Literacy NJ	Quincy Lee, NJLWD – Ex-Offender

Angela Lucas, HireAbility
Calvin McFarland, GC Human & Disability Srvs.
Gina Ridge, Center for Family Services
Michelle Shirey, WDB Director
Denise Taguwa, NJLWD

Jennifer Mauro, Goodwill Industries
Scott Raynor, ElwynNJ
Ana Rivera, The Arc Gloucester
Jeffrey Shisler, Goodwill Industries
John Zukauskas, Newpoint Behavioral Health

Marketing & Business Outreach Committee

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/cmc.asp>

Les Vail, Chair	Anthony Bellia, Co-Chair
Carlos Pizarro, DWD/AJC	Alisha Thompson, DWD/AJC
JaNea Wilson, BSR -NJLWD	Jennifer Veneziani, DVRS
John Furfari, WDB Staff	Ashley Rastelli, WDB / Economic Dev. Staff
Bridget DiGiambattista, WDB Staff	Eileen Gallo, WDB Staff
Michelle Mullen, DWD/AJC	Tom Bianco, GC Economic Development
Dyanna Dessicino, GCIT	Euletta Gordon, Business
John Mondelli, GCIT	Jason Newman, Veterans NJLWD
Michelle Shirey, WDB Director	Andrea Stanton, RCGC
Randi Woerner, Business	

Resource Analysis & Budget Committee

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/rapm.asp>

Membership:

Hunter Kintzing, Chair	Michael Girone, Co-Chair
Michelle Mullen, AJC	James Robinson, Business
Michelle Shirey, WDB Director	Tom Bianco, GC Economic Development
Kate Albano, AJC	Mike Burke, GC Treasurer's Office
Tom Fletcher, Business	Les Vail, WDB Chair
Bridget DiGiambattista, WDB Staff	Eileen Gallo, WDB Staff

Youth Development Council Committee

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/ycc.asp>

Cleve Bryan, Chair	Tom Bianco, Co-Chair
Marge Canning, GCIT	Laurie Haldeman, YECC
Andrea Guzman-Rivera, DVRS	Dr. W. King, Business
Natalie Perez, AJC/DWD	Stephen Hart, AJC/DWD
Daniel Sulpizio, Business	Denise Taguwa, NJLWD
Gregory Wright, YECC	Scott Costello, YECC
Lisa Butler, GC Housing Authority	Eileen Gallo, WDB Staff
Bridget DiGiambattista, WDB Staff	Mike Dicken, Superintendent - GCIT
Rudy Aikens, GC Human Services	Kim Alexander, GCIT
Jessica Froba, NJJC	Erin Klein, Robin's Nest
Mien Mombo, Dept. Children & Family	Susan Perron, Abilities Solutions
Gina Pratta, Family Success Center	Marie Rafter, GC Probation
Sharon Rosado, Abilities Solutions	Michelle Shirey, WDB Director
Kristen Tahaney, Ctr. For Family Services	Kimberly Webster, Job Corps

Quarterly Workforce Development Board Conferences

Open to the General Public

Minutes Reviewed at: <http://www.co.gloucester.nj.us/depts/w/wib/about/pub/minutes/fwc.asp>

Workforce Development Board By-Laws

(Established -)

ARTICLE I

Name and Location

This Organization is to be known in law as The Gloucester County Workforce Development Board (hereinafter referred to as the WDB). Its activities shall be conducted in the County of Gloucester, State of New Jersey and surrounding Southern New Jersey counties as well as the Tri-State area, when necessary.

ARTICLE II

PURPOSE

The Gloucester County WDB's mission is to develop an efficient, effective, comprehensive system of workforce preparation, which will increase the number, and qualities of workers with the technological skills required by employers and insure that employers have an adequate supply of skilled workers. Potential employers will be empowered to compete and expand in the county, which is essential in promoting public and private sector investment in a system of life long learning opportunities. The Gloucester County Workforce Development Board is charged with helping to create a workforce readiness community that is responsible for forging partnerships. The Workforce Development Board shall also build on existing efforts among labor, business, local educational institutions, community based organizations, Talent Networks, Industry Sectors and other public sector entities to collaborate, to develop and retain in partnership with the South Jersey region as made by the WIOA (Camden, Gloucester, Burlington, Cumberland, Atlantic, & Cape May counties) and serve as a forum for education, training and employment coordination, labor market assessment, economic development and customer service needs (including education, training, retraining and material/durable goods)

To ensure that we are providing the best services and opportunities to our workforce the WDB will engage in Regional Partnerships with the South Jersey Region WDB (Gloucester, Camden, Burlington, Salem/Cumberland and Atlantic /Cape May Workforce Development Boards). The WDB will also seek to make vital partnership with the NJ talent Networks and industry sector partners not only in the South Jersey Region, but in the Philadelphia metro labor market.

ARTICLE III

MEMBERSHIP

Section 1- Membership

The membership of the WDB and the selection thereof shall be accordance with the Federal (United States) Workforce Innovation Opportunity Act (WIOA) of 2014, Section 107A WIOA. Membership

approval will be made by CEO Appointment. Membership recommendation is a joint effort of CEO, WDB, the business community, the local community, and labor federations.

Section 2 – Attendance

A member who is absent from three (3) consecutive Full membership and WDB meetings, without written explanation acceptable to the WDB Executive Director shall be deemed to have resigned from the WDB. This will also apply to WDB Committee.. See Section 3 below for exceptions.

Section 3 - Inactive Status

Where time pressures require that a WDB member restrict his participation in WDB's affairs, upon request and acceptance by the WDB Executive Board, he/she may be placed in an inactive status for a period of time not to exceed one (1) year.

Section 4 - Resignation

A member of the WDB may resign by giving written notice of such resignation to the Executive Director.

Section 5 - Compensation

WDB members, as such, shall receive no fees or other compensation.

ARTICLE IV

MEETINGS OF THE WDB

Section 1 – Place

All meetings of the WDB shall be held in Gloucester County or at such other place within or out of the State of New Jersey, as from time to time, may be designated by the Chair.

Section 2 – Regular meetings

Four (4) regular meetings of the WDB shall be held each year on the first Wednesday of the quarter, unless a legal holiday; and if a legal holiday, on such date as is set by the Chairman. Quarterly meetings may also deviate from the first Wednesday of the quarter to accommodate scheduled speakers, if necessary.

Section 3 – Special Meetings

Special meetings of the WDB may be called at any time, and for any purpose, by the Chair, by the Vice Chair, or by instrument in writing signed by any one third (1/3) of WDB active Board membership and filed with the Executive Director.

Section 4 – Notice

Notice of the time and place of each meeting of the WDB shall be given to each member thereof personally; by mail or other electronic media, at least five (5) days prior thereto. The purpose of each special meeting shall be stated in the notice. Notice of the full membership meetings of the WDB shall comply with the New Jersey Open Public Meetings Act.

Section 5 – Quorum

At all meetings of the WDB, shall consist of 50% +1 of the total number of the WDB members then in office shall constitute a quorum and, except as herein otherwise provided, a majority of the vote in such quorum shall carry such votes, notwithstanding the withdrawal of enough WDB members to leave less than a quorum. *All members present will vote if there is not a quorum.

Section 6 – Organization

At meetings of the WDB, the Chair or in his/her absence the Vice-Chair or, in his absence another member of the Executive Committee shall preside at all the WDB meetings as selected by either the Chair or Vice-Chair.

ARTICLE V

OFFICERS OF THE WDB

Section 1 – Chair and Vice-Chair

The Chair and Vice-Chair of the WDB shall be elected by Full WDB Membership in compliance with WIOA Section 117 b (Membership) (5 Chairperson) on a yearly basis.

Section 2 – Chair's Responsibilities

The Chair may preside at all meetings of the WDB and, except as herein otherwise provided, appoint all committees. He/she shall be ex-officio, a member of all committees appointed by him/her or by the WDB, with authority to participate and vote in the proceedings of such committees. He/she shall be Chair of the Executive Committee and he/she shall see to it that the operations of the WDB accord with these Bylaws and such directions as the WDB, from time to time, may issue.

Section 3 – Chair's Term

No more than 3 consecutive with a 2 (3) year term extension on the Full Board.

Section 4 – Vice- Chair's Responsibilities

In the absence of the Chair, the Vice-Chair shall perform such of the duties and exercise such of the powers of the Chair. The Vice-Chair shall possess such other powers and perform such other duties as may be prescribed by the WDB and these Bylaws.

Section 5 – Executive Director’s Responsibilities

In addition to the other duties assigned to the Executive Director, he/she shall also attend all meetings of the WDB and Executive Committee, record all votes, and keep minutes of all proceedings or their designee. He/she shall have charge of all books and documents of the WDB except those required to be held by the Chief Elected official, county or other government official. He/she shall give notice of all meetings of the WDB and shall perform all other duties designated by the WDB or usually pertaining to the office of the Secretary.

ARTICLE VI

COMMITTEE ORGANIZATION

Section 1 – Standing Committees

The WDB shall assign committees with specific responsibilities and, in some cases the authority to act for the WDB. Standing Committees of the WDB shall be: The Executive Committee; The Executive & American Job Center Operations; Apprenticeship & Industry Development; Marketing & Business Outreach; Resource Analysis & Budget; Community Needs Assessment/ Literacy; and Youth Development Council (Youth Education & Career Center at GCIT).

Section 2 – Ad Hoc Committees

Ad Hoc Committees may be appointed by the Chair of the WDB and Executive Committee subject to the approval of the WDB, and from time to time as occasion demands. Each such committee shall have such powers and duties only as are designated to it with its appointment; and it shall be discharged automatically upon completion of its duties.

Section 3 – Organization

Committees are expected to develop their own program and schedule of meetings, where not otherwise designated in these bylaws.

Section 4 – Appointments

Standing and special purpose committee appointments, and the designation of the Chair, shall be made subsequent to the WDB’s Annual Meeting, to serve until the next annual Meeting or until their successors are appointed. Ad hoc committees shall remain in effect until the completion of their assignment.

Section 5 – Quorum

A quorum for a committee meeting shall be one-half (1/2) plus 1 or more of the voting members of the committee of those committee members present.

Section 6 – Telephone / E-mail Poll

When it becomes necessary for some action to be approved quickly, the Chair may authorize a an E-mail poll of the members of the committee in order to cope with a single item, which has been described and circulated to the membership of the committee prior to such vote. The Chair or Executive Director is then authorized to act on behalf of the committee in keeping the results of the poll.

Section 7 – Meeting Notice

Regular meetings of all standing committees and its sub-committees shall be held on notice of such meetings being given at least five (5) days prior to the meeting, and then accompanied by an agenda for the meeting, which need not be limiting.

Section 8 – Minutes

All committee meetings shall be described in a set of minutes, which include recommendations made, and actions taken. Copies of minutes of all committee meetings shall be made available to the entire WDB as well as posted on the WDB web site: www.wibnj.com or www.gcwdb.org

ARTICLE VII

STANDING COMMITTEES

The following area reflects current committee structure and function.

Section 1 – Executive Committee

The Executive Committee shall consist of the Chair and Vice-Chair of the WDB, together with the Chair and Vice-Chair of each of the standing committees described herein. Any member of the WDB who is not a member of the Executive Committee may attend any meeting of the Committee in an ex-officio capacity, but without the right to vote on any matters coming before the Committee requiring action. The quorum requirements for actions by the committee, however, shall be satisfied when a majority of the designated Committee members are present at the meeting.

The Executive Committee shall exercise all powers of the WDB when it is not in Session. The fact that the Executive Committee has acted shall be conclusive evidence that the WDB was not in session at the time. All actions of the Committee shall be reported promptly to the WDB at its regular meeting. The Chair of the WDB shall be the Chair of the Executive Committee.

Section 2 – List of Other Committees

Executive & American Job Center Operations

The committee consists of Executive Chair & Vice-Chair together with the Chair and Vice-Chair of each of the standing committees and represents a community based network of support agencies and systems that aid Gloucester County residents with their transition to employment and self-sufficiency. The system strives for flexibility and effectiveness through the creation of a professional, user-friendly atmosphere and application of technology and shared resources.

Apprenticeship & Industry Development

The mission of the Gloucester County Apprenticeship/Workforce Development Committee is twofold. We must support the development of a highly qualified work force that will successfully compete in the world's global economic arena. The task of this Committee is to assist employers in the development of Registered Apprenticeship programs, which prioritize the continuing education process known as related instruction. We must encourage and promote the career ladder/career development process through life long continuing education that will allow workers to achieve significantly beyond their entry level job title.

The second part of the Committee's mission is to coordinate with New Jersey Department of Labor and Workforce Development to participate in and provide employer support to county businesses. (Sub-Committee: Business First).

Marketing & Business Committee

The mission of the Communications/Marketing Committee is to develop and implement a marketing strategy that effectively communicates the Workforce Investment Board's goals and objectives to the community at-large. Within this mission, this committee shall prioritize the development of marketing techniques that maximizes the use of community resources to publicize and market the services that the WDB provides to the residents, business community, institutions and agencies of Gloucester County. This process shall emphasize the need to achieve this mission in a manner that is cost-effective and within the budget established by the WDB.

Community Needs Assessment /Literacy/Disability

The Community Needs Assessment Committee strives to ensure that the needs of the workforce are being met in a timely and efficient manner. The Committee is responsible to investigate and recommend to other boards and governing bodies those areas it finds in need or want of assistance and/or improvement. The Committee provides special focus on the issue of Adult Literacy in response to the general population. The Committee sees a need to educate more people, to provide more transportation for the disabled and the economically disadvantaged along with providing timely information and services to those vendors working with or employing those county residents who are either mentally or physically challenged.

To address special issues relevant to the overall population and to some specific populations,

subcommittees have been developed. These include Literacy and Disability Issues. These committees meet quarterly and on an as needed basis.

Resource Analysis & Budget Committee

The Committee creates and reviews budgets in accordance with WIA as well as analyzing customer flow, program outcomes, economic trends and other underlying influences that may affect the final measures on which the local area is measured. These final measurements have a direct impact upon future federal and state funding amounts.

The Committee reviews all publicly funded programs within the One-Stop Career Center. The Committee collects and analyzes sufficient data to ensure that such funding is effectively serving the customers of the workforce readiness system. This Committee identifies successful program management and resource allocation. Coordinating federal, state, and locally funded programs, the Committee can make recommendations for the distribution of these monies.

The Committee also reviews all publicly funded program proposals and budgets outside the One-Stop Career Center to ensure consistency with the Workforce Development Board Plan. These include but are not limited to Carl Perkins funding requests and special funding requests related to education/vocational training made available through the State of New Jersey or federal government, such as Youth Transition to Work and Construction Trades for Minorities and Women.

Youth Development Council

The mission of the Youth Development Council Committee is to provide a system that will encourage the youth in Gloucester County to be an integral part of the community through various flexible, educational and career activities.

Section 3 – Committee Membership

Each Standing Committee shall have a Chair and Vice-Chair and such other members as deemed appropriate by the Chair of the WDB. The Chair of each committee shall be appointed by the WDB Chair. All other members of the committee shall be appointed by the Chair of the WDB.

ARTICLE VIII

AMENDMENTS AND INTERPRETATIONS

Section 1 – Amendments

The WDB, by majority vote at any duly constituted regular meeting or special meeting called for the purpose, may alter, amend or repeal any Bylaw provide written notice of proposal of such amendment, alteration, or repeal has been given to all member of the WDB at least (10) business days before such meeting.

Section 2 – Annual Review of Bylaws

Annually, the Executive Committee shall review the Bylaws and present to the WDB at its annual meeting its report, which shall include any recommendations as to any revisions or amendments required in the Bylaws. At the Annual Meeting, the WDB shall act on the report of the Executive Committee and shall formally approve the Bylaws, which are to continue in effect until the next Annual Meeting, there shall be prepared restatement of the Bylaws containing any amendments or revisions.

ARTICLE IX

MISCELLANEOUS

Section 1 – Parliamentary Guide

Roberts' RULES OF ORDER, Newly Revised, unless in conflict with the provisions of these Bylaws, shall be the parliamentary guide governing procedures of the WDB and its committees. The WDB and its meetings shall be subject to the New Jersey Open Public Meetings Act and the Gloucester County Code of Ethics.

Section 2 – Minutes

Minutes of the proceedings and actions of the WDB and the Executive Committee shall be the responsibility of the Executive Director. All such minutes shall be submitted for approval to the next succeeding meeting of the WDB. The Executive Director and or designee shall sign a record copy of such minutes to indicate approval or may assign a designee to sign the minutes.

Section 3 – Availability of Minutes

The minutes of the WDB and the Executive Committee, once approved by the WDB, shall at all times be available for inspection during normal business hours by the public or any WDB member. Minutes are available on the Gloucester County WDB web site: www.wibnj.com or www.gcwdb.org

ARTICLE X

INDEMNIFICATION

This organization and/or the County of Gloucester shall indemnify, defend, and pay in the manner and to the full extent permitted by New Jersey law, as amended any officer or member of the WDB who was or is a party to, or is threatened to be made a party to, any proceeding. Where required by law, the indemnification provided for herein shall be made only as authorized in specific case upon the determination that indemnification is proper in the circumstances.

ARTICLE XI

CONFLICT OF INTEREST

For the purposes of the Workforce Development Board, a conflict of interest is hereby defined as that subject matter in which any Committee member or employee has an actual or potential private, personal or business interest.

It is the policy of the Workforce Investment Board, and its committees that every member, affiliate, or employee strives to maintain the highest standard of ethics while conducting the business of the Workforce Investment Board. It is recognized, however, that from time to time a conflict may exist between the personal or business interests of the member and the business of the Workforce Investment Board.

To avoid such actual or potential conflicts Committee members are, prior to any discussion on the questioned subject matter, to announce the actual or potential conflict of interest. Thereafter, the Committee member or members shall refrain from discussing, voting or influencing any other Committee member on the particular subject.

It shall further be the policy of the Workforce Development Board that when a member abstains from voting on a particular subject matter, that vote shall not be counted either for or against the particular subject matter, which was the subject of the vote.

Board Approved: April 2016

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

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 and the state and federal implementing regulations require Local Workforce Development Boards to use a competitive process for the procurement of a One-Stop Operator; and the Gloucester County Workforce Development Board ("GCWDB") recognized that the Gloucester County Improvement Authority ("GCI") has the personnel and expertise in public contracting and engaged them via shared service agreement to conduct this competitive selection process on their behalf; and

WHEREAS, on March 20, 2017, the GCI publically advertised for proposals seeking a Gloucester County One-Stop Career Center/American Job Center Operator, OSO/AJCO, for the term July 1, 2017 through June 30, 2019. The proposals were opened on April 20, 2017 with the County of Gloucester ("County") submitting the only proposal; and

WHEREAS, the GCWDB's RFP Review Committee/Task Force recommended accepting the County's proposal and it was formally approved at their May 3, 2017 meeting; and

WHEREAS, pursuant to the County's proposal, Thomas Bianco, having served as the interim Operator, is uniquely qualified and is designated to serve as the Operator of the Gloucester County One-Stop Career Center/American Job Center on behalf of the County.

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

1. The Freeholder Director is hereby authorized to execute and Clerk of the Board to attest to an Agreement between the County and the GCWDB designating the County responsible for the operation of the Gloucester County One-Stop Career Center/American Job Center from July 1, 2017 to June 30, 2019, along with any other pertinent and necessary documents; and
2. Thomas Bianco is designated to serve as the titled Operator on behalf of the County with no additional salary or benefit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 17, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER


ROBERT M. DAMMING, DIRECTOR

ATTEST:


LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION TO APPROVE SUBMISSION OF THE 2016 WORKFORCE
DEVELOPMENT BOARD CERTIFICATION APPLICATION TO THE STATE
EMPLOYMENT AND TRAINING COMMISSION AND APPOINTING AN INTERIM
ONE STOP OPERATOR**

WHEREAS, the Governor of the State of New Jersey has designated the County of Gloucester, hereinafter referred to as "County", a local workforce development area in compliance with the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the "Act"; and

WHEREAS, pursuant to the Act, the County must submit a 2016 Certification Application for the Gloucester County Workforce Development Board "GCWDB" to the NJ State Employment and Training Commission including a memorandum of understanding with all One Stop Partners, and an agreement between the Chief Elected Official and the GCWDB; and

WHEREAS, at its April 6, 2016 meeting, the GCWDB endorsed Thomas Bianco as the interim One Stop Operator.

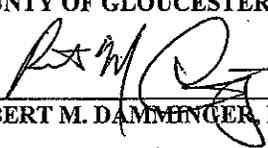
NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The County will submit a 2016 Certification Application for the GCWDB to the NJ State Employment and Training Commission for compliance evaluation; and
2. The Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to a memorandum of understanding with the GCWDB's One Stop Partners, pursuant to the Act; and
3. The Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to a memorandum of understanding between the Chief Elected Official and the GCWDB, pursuant to the Act; and
4. The County appoints Thomas Bianco as interim One Stop Operator to serve until such further action is taken by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders for the County of Gloucester held on Wednesday, April 20, 2016, at Woodbury, New Jersey.

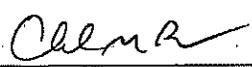


COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

Item 11 – Local & Regional Workforce Plan

Local Plan: <http://www.co.gloucester.nj.us/civica/filebank/blobdload.asp?BlobID=7477>

Regional Plan: <http://www.co.gloucester.nj.us/civica/filebank/blobdload.asp?BlobID=9513>

American Job Center
Customer Satisfaction Survey Results
PY16 Evaluation

Background:

Under WIOA, the Gloucester County Workforce Development Board (WDB) is the evaluating/monitoring agent of the American Job Center (AJC) of Gloucester County. In previous program years, the customer satisfaction surveys were used only in Title I- Adult Dislocated training programs. Under the guidance of the WDB the Resource Analysis and Budget Committee, it was recommended by the committee that the customer satisfaction survey include all the customers of the American Job Center.

Objective:

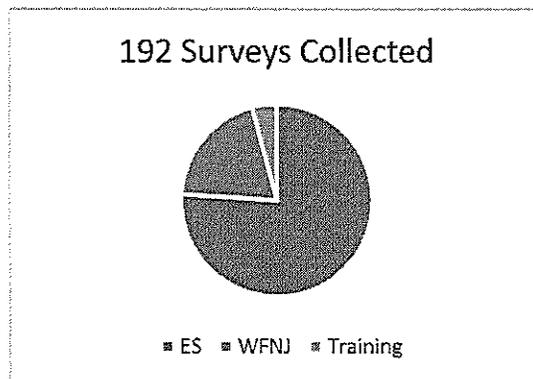
The primary objective to surveying the customers of the American Job Center was to measure the satisfaction or dissatisfaction of the services presented by staff and/or received. Additionally, it was the condition of WDB certification, as presented by NJ SETC, that a measurement of the system to be part of continuous improvement process.

Methodology:

The surveyed used was originally acquired as part of the Training Services packet of WIOA Adult and Dislocated function at the One Stop/American Job Center. The survey was used in previous years (2010-2015) in order to ascertain the training services delivered by the Employment Specialist (staff) were satisfactory for the participant. The survey did not measure the training vendors' services.

At the end of the fiscal/program year of 2016 (May 2016) the customer satisfaction surveys were given out to all American Job Center customers to include a small percentage of training services participants. Approximately 250 surveys were distributed with 192 surveys collected. The surveys were collected from three primary areas of service delivery: Employment Services (Wagner Peyser) Basic and Comprehensive Career Services, Work First New Jersey (WFNJ), WIA Adult and Dislocated (Training).

Program Name	Percentage of Total
Employment Services (Wagner Peyser)	77% (146 collected)
Work First New Jersey (TANF & GA)	20% (38 collected)
WIOA Adult-Dislocated Training Services	2% (8 collected)



The questionnaire used was a "Likert type scale" where the respondents are presented with a continuous scale in order to measure the satisfaction of the services delivered at the American Job Center. As a finding from the previous year PY2015 results it became apparent that plotting the results proved to be

very difficult because the scale was one to ten. It was determined that a more effective model was with only a four or five scale with balanced keying (an equal number of positive and negative answers) model. For example, a summative Likert Type Scale would indicate 1) strongly disagree, 2) disagree 3) neither agree or disagree 4) agree and 5) strongly agree.

First, the participants were asked which services they received and could check all that applied:

- Help in Career planning
- Assistance in your job search
- Referral to a job
- Recommendations for job training
- Enrollment in job training programs
- Enrollment in to adult literacy, TASC, basic skills, computer literacy or other adult literacy programs
- Help in Resume writing
- Referral to another Agency or other employment and training service
- Attended workshops
- Labor market information (wages, growth occupations, etc.)
- Classroom Training

Other _____

Second, the participants were then asked to rate the questions using a scale of 1-5 with 5 indicating; very satisfied/most likely/strongly agree and one (1) meaning; very dissatisfied/less likely/strong disagree.

Questions of the survey:

What is your overall satisfaction with the services provided from the American Job Center?

How likely is that you would recommend the series of the American Job Center?

How like you would use the services of the American Job Center if you became unemployed again?

Would you agree that the staff members were knowledgeable and helpful?

Would you agree that the staff members were respectful and courteous?

Would you agree that the services that you requested were recommended to you at the American Job center were provided in a timely manner?

How long did you wait for services?

A. 0-2 weeks B. 2-4 weeks C. 4-6 weeks D. More than 6 weeks

How did you hear about the American Job Center?

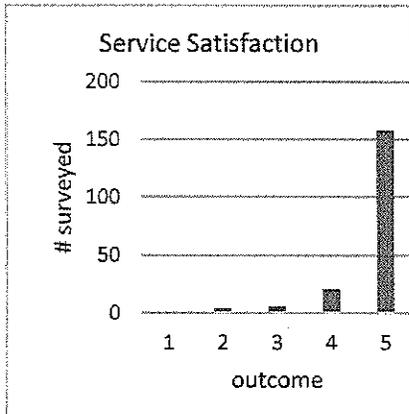
a. Family/friend b. newspaper c. TV or radio d. Facebook e. internet/web page f. referral from another agency

g. unemployment h. other please specify

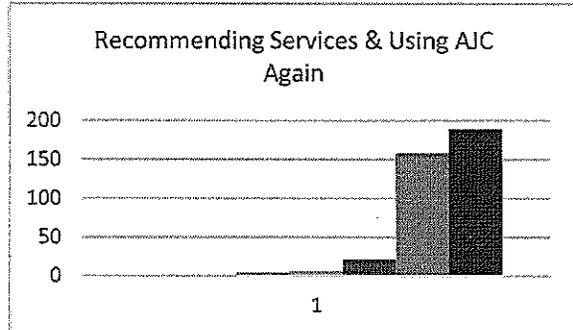
Results/Outcome:

Nighty seven percent (97%) of the participants survey checked off: help in career planning, job search, referral to a job help in resume writing, attended workshops, and gathered labor market information, which is consistent with the number of surveys that were collected, as a majority of the survey collection came from Employment Services and Work First New Jersey customers.

Overall, the American job Center customers were very satisfied with the services with a majority rating services, indicating five being the highest, at 85%. Recommending services to others and using AJC services again should the participant become unemployed were both at 82%. Ninety percent (90%) of the customers thought



staff were knowledgeable and respectful. The question concerning services requested were provided in a timely manner was 80% strongly



agree with 17% agreeing (4). All in all, the survey subjects scored the questions at the highest value (5).

Concerning the wait time for services, majority of the customers, at 80%, indicated zero to two weeks. The second highest was two to four weeks at 15% with four to six weeks at 5% and no one indicated a wait time of more than six weeks.

A large majority of the customers at the American Job center found out about the services from Unemployment Insurance 75% or referral from another agency 15%. The other 10% of those surveyed received information about the American Job Center via a family or friend. There was no indication by the participants questioned that notification from print or electronic media was how they were alerted about the American Job Center.

Survey Limitations

The primary survey limitation was the timing, May 2018, and frequency of the survey. In addition, the WDB committee recommends that demographic information also be included such as sex, age and race.

American Job Center of Gloucester County

Customer Satisfaction Survey

Customer's Name: _____ Date: _____

Please indicate which services you have received at the Gloucester County One-Stop – American Job Center (you may select more than one service – check all that apply).

- Help in career planning
- Assistance in your job search/job matching
- Referral to a job
- Recommendations for job training
- Enrollment into job training programs
- Enrollment into adult literacy and/or computer lab (Learning Link)
- Help in resume writing
- Referral to another agency or other employment and training service
- Attended workshops
- Labor market information (wages, growth occupations, etc)
- Other, please specify: _____

Please rate your overall experience with the services that you received at the American Job Center by selecting the number that corresponds to your level of satisfaction.

Using a scale of 1 to 5 where "1" means "very dissatisfied/ less likely/strongly disagree" and "5" means "very satisfied/ most likely/strongly agree"

1. What is your overall satisfaction with the serviced provided from the One-Stop –American Job Center?

Very Dissatisfied		Neutral	Satisfied	Very Satisfied
1	2	3	4	5

Why: _____

2. How likely is that you would recommend the services of the One-Stop –American Job Center

Less Likely		Neutral	Likely	Most Likely
1	2	3	4	5

Why: _____

3. How likely is it that you would use the services of the One-Stop – American Job Center if you became unemployed again?

Less Likely		Neutral	Likely	Most Likely
1	2	3	4	5

Why: _____

4. Would agree that the staff members were knowledgeable and helpful?

Strongly Disagree		Neutral	Agree	Strongly Agree
1	2	3	4	5

Why: _____

5. Would you agree that the staff members were respectful and courteous?

Strongly Disagree		Neutral	Agree	Strongly Agree
1	2	3	4	5

Why: _____

6. Would you agree that the services that you requested were recommended to you at the One-Stop American Job Center were provided in a timely manner?

Strongly Disagree		Neutral	Agree	Strongly Agree
1	2	3	4	5

Why: _____

7. How long do you feel you waited for services?

a. ____ 0-2 weeks b. ____ 2-4 weeks c. ____ 4-6 weeks d. ____ more than 6 weeks

8. How did you hear about the One-Stop – American Job Center?

a. ____ family/friend b. ____ newspaper c. ____ TV or radio d. ____ Facebook
e. ____ internet/web page f. ____ referral from another agency g. ____ Unemployment Insurance
h. ____ other, please specify _____

American Job Center
Customer Satisfaction Survey Results
PY17 Evaluation

Background:

In previous program years the Workforce Development Board evaluated basic (core) and training services at the American Job Center, via customer satisfaction surveys. As indicated in PY16 survey results, the majority of AJC customers were positive about the AJC services received. It was also noted, that a majority of the customers (75%) were referred via Unemployment Insurance (UI). However, UI staffed services were pulled out of AJC, which caused a major decline of participants.

For PY 17 the WDB's Executive and Resource and Budget Committees reexamined the PY16 survey and WDB staff made the recommended changes. However, the WDB decided to forgo surveying participants at the AJC and focus on evaluating the AJC's participant engagement processes. The decline of AJC participants were staggering. As reported in PY 16 Annual Report, there had been a monthly drop with the AJC customers in the range of 25% to 40%. In order stop this decline, the WDB decided that the primary goal for 2017 was to develop an engagement process that attracted more people to the AJC and help them access the services.

Methodology:

The WDB Executive Committee realized that communicating to the general public about the services at the AJC would require the use of technology. To that end, the WDB requested that the Marketing and Business Outreach Committee examine the AJC's engagement processes (members include not only business owners, but also the BSR, WDB and AJC staff). The committee determined that current AJC customers' technology awareness needed to be explored. To that end, impromptu surveys of current AJC customers during the workshops, classes and one-one interviews were conducted. The survey questions included:

- 1) Do you own a cell phone? Yes No
- 2) When on your cell phone to you read the text alerts? Never sometimes always
- 3) Do you own or have access to a computer? Yes No
- 4) How do you rate your knowledge of technology? Low Medium High
- 5) When accessing e-mail, do you use the cell phone or computer?
- 6) When looking for work, which device do you use more? Computer or cell phone

Results:

The surveys were conducted during the months of October and November with approximately 200 participants. As predicted, of those surveyed 97% owned a cell phone. Reading text alerts, the majority indicated that they did, 92%. Those who owned a computer was 85% and of those who said they do not have computer, it was explained that AJC (public access and WLL) as well as the local libraries have available computers. Rating themselves concerning technology, 95 % rated themselves with low to medium knowledge. When accessing e-mail, 90% of the participants expressed that they use the cell phone. However, when looking for work or filling out job openings, 85% of those surveyed use the computer.

The results of the survey validated the antidotal knowledge that the committee expressed: everyone has a cellphone. With this knowledge, the committee investigated possible vendors that supplied texting messaging services and reviewed best practices in New Jersey and surrounding states.

As a result, the vendor, Engage by Cell, was contracted to help develop the "Mobile Job Center." Nevertheless, the committee soon realized that hiring the vendor was just the start of the process. With the cooperation of the AJC's ES Manager and training the front desk staff, AJC participants' names and cell phone numbers are collected on a daily basis and sent to WDB staff who then uploads the information. Additionally, posters and handouts were developed concerning the Mobile Job center.

February, 2018 marks the official start of the Mobile Job Center. As reported in the PY 17 Annual Report, the WDB launched the Mobile Job Center to 930 recipients, which by June increased to over 4,000 subscribers. (Subscribers receive a text on their cell phone that allows them to view employer recruitments, job listings, job fair announcements and other events). Additionally, the Mobile Job Center initiative has significantly increased the number of participants at the AJC. Enrollments in the positive recruitments increased by 30% and all other services at the AJC by over 17%.



Chris Christie
Governor

Kim Guadagno
Lieutenant Governor



Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor & Workforce Development

Dennis M. Bone, Chairman
State Employment and Training Commission

December 20, 2017

Ms. Michelle Shirey, Director
Gloucester County Workforce Development Board
115 Budd Boulevard
West Deptford, NJ 08096

Dear Ms. Shirey:

On behalf of New Jersey's workforce partners, we wish to thank you and your team for your commitment and efforts to strengthen New Jersey's workforce. We are providing the attached performance measures outcomes to your local area to support the transition from the Workforce Investment Act (WIA) to the Workforce Innovation and Opportunity Act (WIOA).

The WIOA indicators shown in the attached tables include participants carried into Program Year 2016 (PY16) beginning July 1, 2016, as well as new participants, in order to provide a PY16 estimate of your performance under the new indicators. This total population of participants have been used by the NJ Department of Labor and Workforce Development (NJLWD) to calculate the outcomes using WIOA Performance Indicator definitions. The WIOA Title I programs performance outcomes are not final nor certified with the US Department of Labor (USDOL); these outcomes are provided for informational purposes only. Please note that the new USDOL 90 percent threshold for meeting a measure has been applied, as indicated in the attached tables.

We ask that you conduct a review of your local area programmatic outcomes and use this information to strengthen local area practices and program choices to support continuous improvement and customer success.

Additionally, the local area Workforce Development Board Annual Report for PY 2016 should reference the transition from WIA to WIOA. Rather than including these non-certified outcomes, the local area may focus on qualitative performance data, and indicate that Program Year 2016 WIOA primary indicators outcomes for the state were reported to USDOL and are expected to be published at <https://www.doleta.gov/performance/results/>. The WDB annual report must be submitted to the SETC no later than **February 28, 2017**.

If you require programmatic assistance, please contact the WDB Coordination and Support Team, led by John Bicica, John.Bicica@dol.nj.gov. If you have questions about the attached tables, or how these outcomes were calculated, please contact the Office of Research and Information, Workforce Research & Analytics, led by David Ramsay, David.Ramsay@dol.nj.gov.

Thank you again for your cooperation and efforts during Program Year 2016. If you have any other questions, please do not hesitate to contact Gary Altman at (609) 633-0605.

Sincerely,

Gary H. Altman
Acting SETC Executive Director

Aaron R. Fichtner, Ph.D.
LWD Commissioner

Attachment

c: Les Vail
Tom Bianco
John Bicca
Robert Grimmie
Patricia Moran
David Ramsay
Jeffrey N. Stoller
Catherine Starghill



New Jersey Department of Labor and Workforce Development

Gloucester County WDB

Program Year 2016 Workforce Innovation and Opportunity Act (WIOA)

WIOA Estimated Performance - The WIOA indicators shown in the following tables include participants carried into Program Year 2016 (PY16) beginning July 1, 2016, as well as new participants, in order to provide a PY16 estimate of your performance under the new indicators. This total population of participants have been used to calculate the outcomes using WIOA Performance Indicator definitions.

Overall Performance	
Exceeded	8
Met	2
Not Met	

Adults

Measurement	Numerator	Denominator	Negotiated	Actual	% of Goal	Results
Employment Rate (Q2 post-exit)	83	95	83.3%	87.4%	104.9%	Exceeded
Employment Rate (Q4 post-exit)	78	92	76.3%	84.8%	111.1%	Exceeded
Median			\$6,037	\$7,176	118.9%	Exceeded
Credential Attainment	79	89	66.3%	88.8%	133.9%	Exceeded

Dislocated Workers

Measurement	Numerator	Denominator	Negotiated	Actual	% of Goal	Results
Employment Rate (Q2 post-exit)	79	93	84.8%	84.9%	100.2%	Exceeded
Employment Rate (Q4 post-exit)	69	81	84.0%	85.2%	101.4%	Exceeded
Median			\$7,257	\$6,625	91.3%	Met
Credential Attainment	69	80	65.9%	86.3%	130.9%	Exceeded

Youth

Measurement	Numerator	Denominator	Negotiated	Actual	% of Goal	Results
Employment Rate (Q2 post-exit)	36	62	63.0%	58.1%	92.2%	Met
Employment Rate (Q4 post-exit)	26	47	45.0%	55.3%	122.9%	Exceeded
Credential Attainment	15	24	82.7%	62.5%	75.6%	Not Met

State Negotiated Performance Levels Green: Exceeded - greater than 100% of target, Yellow: Met - between 90% and 100% of target, Red: Not Met - less than 90% of target



Chris Christie
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Sincerely,

Gary H. Altman
Acting SETC Executive Director

Aaron R. Fichtner, Ph.D.
LWD Commissioner



New Jersey Department of Labor and Workforce Development

Gloucester County WDB

Program Year 2016 Workforce Innovation and Opportunity Act (WIOA)

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Overall Performance	
Exceeded	3
Met	2
Not Met	

Adults

Measurement	Numerator	Denominator	Negotiated	Actual	% of Goal	Results
Employment Rate (Q2 post-exit)	83	95	83.3%	87.4%	104.9%	Exceeded
Employment Rate (Q4 post-exit)	78	92	76.3%	84.8%	111.1%	Exceeded
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State Negotiated Performance Levels Green: Exceeded - greater than 100% of target, Yellow: Met - between 90% and 100% of target, Red: Not Met - less than 90% of target

New Jersey Median Report for Program PY17 Through Q4

Select area

Report generated by FutureWork Systems	Adult			DW			Youth			WP		
	Median	Median Cohort	Percent of Plan Achieved	Median	Median Cohort	Percent of Plan Achieved	Median	Median Cohort	Percent of Plan Achieved	Median	Median Cohort	Percent of Plan Achieved
Total	\$ 5,958.56	77	99%	\$ 5,458.85	186	75%	\$ 952.24	10	No Plan	\$ 4,907.04	1100	94%
Female	\$ 5,387.50	47	89%	\$ 4,343.18	110	60%	Cell Limit	4	No Plan	\$ 4,416.69	588	84%
Male	\$ 6,753.09	30	112%	\$ 7,696.04	76	108%	Cell Limit	4	No Plan	\$ 5,472.16	499	105%
Age 16	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	\$ -	0	No Cohort
Age 16-18	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ 650.16	9	No Plan	\$ 1,964.90	27	38%
Age 19-24	\$ 4,503.55	10	75%	\$ 5,421.25	11	75%	Cell Limit	9	No Plan	\$ 3,145.45	126	60%
Age 25-44	\$ 6,017.51	42	100%	\$ 5,963.32	80	82%	\$ -	0	No Plan	\$ 5,175.50	507	99%
Age 45-54	\$ 6,561.01	17	109%	\$ 7,045.02	51	97%	\$ -	0	No Plan	\$ 6,226.59	256	119%
Age 55-59	\$ 7,072.00	7	112%	\$ 2,600.00	23	36%	\$ -	0	No Plan	\$ 5,140.51	98	98%
Age 60	Cell Limit	1	Cell Limit	\$ 3,867.84	21	53%	\$ -	0	No Plan	\$ 4,617.09	86	108%
American Indian	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	\$ 1,953.25	6	37%
Asian	Cell Limit	1	Cell Limit	Cell Limit	1	Cell Limit	\$ -	0	No Plan	\$ 5,348.70	6	102%
Black	\$ 4,446.81	20	74%	\$ 3,076.00	29	42%	Cell Limit	2	No Plan	\$ 3,896.23	227	74%
Hispanic	\$ 5,390.11	6	89%	\$ 6,748.67	7	83%	Cell Limit	0	No Plan	\$ 5,188.34	54	99%
Hawaiian	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	Cell Limit	4	Cell Limit
White	\$ 6,928.12	21	115%	\$ 5,845.78	102	81%	Cell Limit	5	No Plan	\$ 5,493.50	584	104%
More Than One Race	Cell Limit	1	Cell Limit	Cell Limit	1	Cell Limit	\$ -	0	No Plan	\$ 6,115.94	11	117%
Displaced Homemaker	\$ -	0	No Cohort	Cell Limit	1	Cell Limit	\$ -	0	No Plan	\$ 6,433.42	9	123%
English Language Learner	\$ 5,312.25	20	88%	\$ 3,074.85	9	42%	Cell Limit	2	No Plan	\$ 4,127.25	36	79%
Exhausting TANF	\$ -	0	No Cohort	Cell Limit	3	Cell Limit	\$ -	0	No Plan	\$ -	0	No Cohort
Ex Offender	Cell Limit	4	Cell Limit	Cell Limit	0	No Cohort	\$ -	0	No Plan	\$ 5,175.50	7	99%
Homeless	Cell Limit	1	Cell Limit	\$ -	0	No Cohort	Cell Limit	0	No Plan	Cell Limit	2	Cell Limit
Long Term Unemployed	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	\$ -	0	No Cohort
Low Income	\$ 5,237.00	41	87%	\$ 4,923.60	21	68%	Cell Limit	1	No Plan	\$ 3,287.92	146	63%
Migrant	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	Cell Limit	1	Cell Limit
Disabled	\$ 4,559.23	0	No Cohort	\$ 3,632.91	6	50%	Cell Limit	1	No Plan	\$ 4,198.82	79	80%
Single Parent	\$ 5,387.50	19	89%	\$ 5,067.81	7	70%	Cell Limit	1	No Plan	\$ 4,050.50	29	77%
Youth Foster Care	\$ -	0	No Cohort	\$ -	0	No Cohort	\$ -	0	No Plan	\$ 3,687.22	1	71%
In School	Cell Limit	1	Cell Limit	Cell Limit	1	Cell Limit	\$ -	0	No Plan	\$ 3,687.22	18	71%
Out Of School	\$ 5,387.50	17	89%	Cell Limit	4	Cell Limit	\$ 952.24	10	No Plan	\$ 3,367.01	133	64%
Did Not Receive Training	\$ 5,387.50	37	89%	\$ 4,545.00	137	63%	Cell Limit	10	No Plan	\$ 4,756.99	1012	91%
Received Training	\$ 6,140.59	40	102%	\$ 7,987.15	49	102%	\$ -	0	No Plan	\$ 7,012.19	88	134%
BCS Only	\$ 6,629.07	28	110%	\$ 4,392.50	103	61%	\$ -	0	No Plan	\$ 4,832.61	570	92%
ICS Only	\$ 3,210.20	9	53%	\$ 6,249.79	34	86%	\$ 650.16	9	No Plan	\$ 4,648.88	442	89%
Training Only	\$ 6,140.59	40	102%	\$ 7,987.15	49	102%	\$ -	0	No Plan	\$ 7,012.19	88	134%

	Actual	LWDB Plan	% LWDB Achieved
num Employment Q2 Adult	77		
den Employment Q2 Adult	131		
Employment Q2 Adult	58.8%	83.3%	
num Employment Q4 Adult	47		
den Employment Q4 Adult	71		
Employment Q4 Adult	66.2%	76.3%	
num Credential Adult	35		
den Credential Adult	44		
Credential Adult	79.5%	66.3%	
num Skill Gains Adult	1	1	
den Skill Gains Adult	30		
Skill Gains Adult	3.3%	0.0%	Infinity
num Employment Q2 DW	186		
den Employment Q2 DW	357		
Employment Q2 DW	52.1%	84.8%	
num Employment Q4 DW	118		
den Employment Q4 DW	217		
Employment Q4 DW	54.4%	84.0%	
num Credential DW	34		
den Credential DW	57		
Credential DW	59.6%	65.9%	90.5%
num Skill Gains DW	1	1	
den Skill Gains DW	45		
Skill Gains DW	2.2%	0.0%	Infinity
num Employment Q2 Youth	12		
den Employment Q2 Youth	15		
Employment Q2 Youth	80.0%	63.0%	
num Employment Q4 Youth	2		
den Employment Q4 Youth	5		
Employment Q4 Youth	40.0%	45.0%	
num Credential Youth			
den Credential Youth	3		
Credential Youth	0.0%	82.7%	0.0%
num Skill Gains Youth			
den Skill Gains Youth			
Skill Gains Youth		0.0%	

PY 17 Gloucester Performance

Adult & Dislocated	PY17	PY17-Q1	PY17-Q2	PY17-Q3	PY17-Q4	LWDB Plan	% Achieved
num Employment Q2 Adult	77	21	25	20	11		
den Employment Q2 Adult	131	33	38	38	22		83.30%
Employment Q2 Adult	58.8%	63.6%	65.8%	52.6%	50.0%		
num Employment Q4 Adult	47	0	0	21	26		
den Employment Q4 Adult	71	0	0	33	38		
Employment Q4 Adult	66.2%			63.6%	68.4%		76.30%
num Credential Adult	35	0	0	15	20		
den Credential Adult	44	0	0	19	25		
Credential Adult	79.5%			78.9%	80.0%		66.30%
num Skill Gains Adult	1	1	0	0	0		
den Skill Gains Adult	30	12	7	11	0		
Skill Gains Adult	3.3%	8.3%	0.0%	0.0%			Infinity
num Employment Q2 DW	186	50	72	42	22		
den Employment Q2 DW	357	82	135	81	59		
Employment Q2 DW	52.1%	61.0%	53.3%	51.9%	37.3%		84.80%
num Employment Q4 DW	118	0	0	41	77		
den Employment Q4 DW	217	0	0	82	135		
Employment Q4 DW	54.4%			50.0%	57.0%		84%
num Credential DW	34	0	0	7	27		
den Credential DW	57	0	0	18	39		
Credential DW	59.6%			38.9%	69.2%		65.90%
num Skill Gains DW	1	0	1	0	0		
den Skill Gains DW	45	18	15	11	1		
Skill Gains DW	2.2%	0.0%	6.7%	0.0%	0.0%		Infinity
num Credential Youth	0	0	0	0	0		
den Credential Youth	3	0	0	1	2		
Credential Youth	0.0%			0.0%	0.0%		83%
num Skill Gains Youth	0	0	0	0	0		0%
den Skill Gains Youth	0	0	0	0	0		
Skill Gains Youth							
num Employment Q2 Youth	12	1	1	5	5		
den Employment Q2 Youth	15	1	4	5	5		
Employment Q2 Youth	80.0%	100.0%	25.0%	100.0%	100.0%		40%
num Employment Q4 Youth	2	0	0	1	1		
den Employment Q4 Youth	5	0	0	1	4		
Employment Q4 Youth	40.0%			100.0%	25.0%		45%

New Jersey WDIS Dashboard Detail (Where do I stand?)

WP

PY 17 Q4
7/12/2018

Gloucester County WDB

Adult DW Youth WP

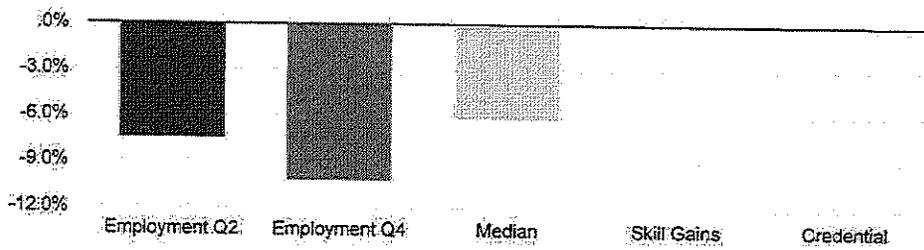
Performance

Contribution

Indicator	Actual	LWDB Plan	% Achieved	num	den
Employment Q2	50.30%	57.80%		1,100	2,187
Employment Q4	47.99%	58.20%		490	1,021
Credential	0%	0%	0%	0	0
Skill Gains	0%	0%	0%	0	0
Median Earnings	\$4907.04	\$5230	93.82%	1,100	0

About this Dashboard

Over (Under) Plan



**RESOLUTION AUTHORIZING A CONTRACT WITH FIRST QUALITY, INC., t/a
COTTMAN TRANSMISSION IN AN AMOUNT NOT TO EXCEED \$25,000.00
PER YEAR FROM DECEMBER 3, 2018 TO DECEMBER 2, 2020**

WHEREAS, the County of Gloucester has a need for the provision of transmission overhauls on County automobiles and trucks as per PD-018-064; and

WHEREAS, bids were publicly opened on October 23, 2018, and after following proper bidding procedure, it was determined that First Quality, Inc. t/a Cottman Transmission with an address of 230 Glassboro Road, Woodbury Heights, NJ 08097 was the lowest responsive and responsible bidder in an amount not to exceed \$25,000.00 per year; and

WHEREAS, the contract term shall be from December 3, 2018 to December 2, 2020, in an amount not to exceed \$25,000.00 for each contract year, with the County having the option to extend this contract for one (1) two-year period, or two (2) one-year periods; and

WHEREAS, the contract is open ended, 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 the contract beyond December 31, 2019 is conditioned upon approval of the 2020 final County budgets.

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 First Quality, Inc. t/a Cottman Transmission for the provision of transmission overhauls on County automobiles and trucks as per bid specification PD-018-064, from December 3, 2018 to December 2, 2020 in an amount not to exceed \$25,000.00 for each contract year, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2018 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
FIRST QUALITY, INC. T/A COTTMAN TRANSMISSION**

THIS CONTRACT is made effective the 3rd day of **December, 2018**, by and between **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 **FIRST QUALITY, INC. t/a COTTMAN TRANSMISSION**, with an address of 230 Glassboro Road, Woodbury Heights, NJ 08097, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, there exists a need for the County through its Department of Public Works, Division of Fleet Management to contract for the provision of transmission overhauls on County automobiles and trucks as per bid Specifications **PD-018-064**; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a two (2) year period from December 3, 2018 to December 2, 2020, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION.** Contract shall be for estimated units of service for a total amount not to exceed \$25,000.00 per contract year, as per prices set forth in Vendor’s bid response to PD-018-064.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all items delivered during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered and/or furnished under this Contract.

3. **DUTIES OF VENDOR.** The delivery details and specific product to be provided by the Vendor are set forth in Specifications identified as **PD-018-064**, which are incorporated and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

a. The Vendor 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. 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. 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.

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

c. The Vendor 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.

d. The Vendor 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.

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

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. INDEMNIFICATION. The Vendor 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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions,

including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the Specifications, and Vendor's bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 3rd day of December, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, pursuant to a Resolution of the said party of the first part

passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and witnessed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**FIRST QUALITY, INC. T/A
COTTMAN TRANSMISSION**

By: (print name)
Title:

**RESOLUTION AUTHORIZING CHANGE ORDER #02 (INCREASE)
TO CONTRACT WITH JPC GROUP, INC.**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for a project entitled "Local Bridge Rehabilitation Project at Seven (7) Locations throughout Gloucester County," known as Engineering Project #16-06, (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on October 4, 2017 a contract for the Project was awarded to JPC Group, Inc. of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012 for \$2,193,990.45; and

WHEREAS, by Resolution adopted June 6, 2018, Change Order #01 was approved to increase the contract amount for the Project by \$13,825.00, resulting in a new contract amount of \$2,207,815.45; and

WHEREAS, the County Engineer has recommended Change Order #02 to the contract to increase the amount for the Project by \$244,014.01, which is necessary due to various increases, decreases and supplemental items based on field conditions and as-built quantities, resulting in a new contract amount of \$2,451,829.46; and

WHEREAS, a certificate of availability was provided by the County Treasurer certifying funds for \$244,014.01 pursuant to CAF #17-08282.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #02 to increase the contract with JPC Group Inc. by \$244,014.01, resulting in a new total contract amount of \$2,451,829.46 for the Project is hereby approved, and that the Director of the Board is authorized to execute and the Clerk of the Board to attest to said Change Order #02 and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: JPC Group, Inc.
228 Blackwood-Barnsboro Rd
Blackwood, NJ 08012
- 2. Description of Project or Contract: Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County
- 3. Date of Original Contract: 10/4/2017
- 4. P.O. Number: 170828 ✓
- 5. Amount of Original Contract: \$2,193,990.45
- 6. Amount of Previously Authorized Change Order No \$13,825.00
- 7. Amount of this Change Order No. 2: \$244,014.01
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,451,829.46
- 9. Need or Purpose of this Change Order: Various increases, decreases and supplemental items based on field conditions & asbuilt quantities.

This change order requested by  on 11-9-18
(Department Head) (Date)

Accepted by  on 11/8/18
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

To All Vendors:

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

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 2
STATE AID PROJECT**

PROJECT	Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County
MUNICIPALITY	County of Gloucester
COUNTY	Gloucester County
CONTRACTOR	JPC Group, Inc.

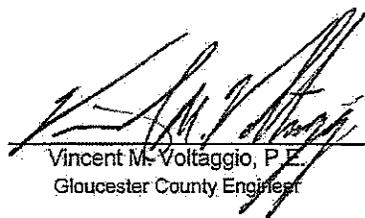
In accordance with the project Supplementary Specification the following are changes in the contract.
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<u>Deductions</u>				
4	9"x16" Concrete Vertical Curb	41.00	\$85.00	\$3,485.00
7	Tack Coat	40.00	\$0.01	\$0.40
9	DGABC, 6" Thick	18.00	\$30.00	\$540.00
11	Reinforced Concrete Driveway, 6" Thick	0.70	\$255.00	\$178.50
14	Concrete Structure Repair	7.07	\$4,050.00	\$28,633.50
18	Concrete Bridge Approach, 18" Thick	0.22	\$700.00	\$154.00
20	Concrete Surface Course, 10" Thick	4.18	\$815.00	\$3,406.70
21	Traffic Stripes, Long Life, Epoxy Resin, 4"	292.00	\$2.00	\$584.00
22	Concrete Repair, Type 'D'	703.54	\$167.00	\$117,491.18
23	RPM Bi-Directional, Amber Lens	17.00	\$70.00	\$1,190.00
31	Drums	189.00	\$65.00	\$12,285.00
33	Breakaway Barricades	91.00	\$125.00	\$11,375.00
34	Epoxy Waterproofing Seal on Concrete	677.00	\$20.00	\$13,540.00
37	Flared Guide Rail Terminal	1.00	\$3,000.00	\$3,000.00
38	Controlled Release Terminal	1.00	\$3,200.00	\$3,200.00
39	Controlled Release Terminal Anchor	1.00	\$2,000.00	\$2,000.00
42	Topsoiling, 4" Thick	273.00	\$12.00	\$3,276.00
43	Fertilizing and Seeding, Type A-3	273.00	\$2.50	\$682.50
44	Straw Mulching	273.00	\$2.50	\$682.50
45	Seal Existing Concrete Deck	4.60	\$15.00	\$69.00
46	HPA Deck Joint	40.00	\$200.00	\$8,000.00
50	Chain Link Fence, Bridge, Black	16.00	\$190.00	\$3,040.00
S2	Concrete Bridge Roadway Surface Crack and Spall Repair	80.27	\$125.00	\$10,033.75
Total Deductions				\$226,847.03
<u>Supplemental Items</u>				
S3	8" Thick Concrete Pad	3	\$559.58	\$1,678.74
S4	Base Plated Beam Guide Rail Posts	16	\$502.00	\$8,032.00
S5	Non Veg. Paving at Bridge 2-J-3	3.50	\$275.00	\$962.50
S6	Shotcreting Underside of Bridge 2-I-14	5350	\$65.00	\$347,750.00
Total Supplemental Items				\$358,423.24

Additions

3	Excavation, Unclassified	93	\$160.00	\$14,880.00
5	HMA Asphalt 12.5M64 Surface Course, 2" Thick	8.73	\$290.00	\$2,531.70
10	HMA Asphalt 19M64 Base Course, 4" Thick	3.71	\$340.00	\$1,261.40
16	Rip-Rap Stone Slope Protection, 24" Thick (D50=12")	122	\$275.00	\$33,550.00
19	Concrete Bridge Parapet, 4'-2" High Heavy Truck Parapet	0.58	\$715.00	\$414.70
24	Pressure Injection, Concrete Cracks	764	\$75.00	\$57,300.00
26	Portable Variable Message Sign	1	\$2,500.00	\$2,500.00
Total Additions				\$112,437.80

Amount of Original Contract	\$2,193,990.45	Deductions	\$226,847.03
Amount of Original Contract + C.O. No. 1 and No. 2	\$2,451,829.46	Supplemental Additions	\$358,423.24
		Total Change	\$244,014.01
% Change in Contract	11.7521% Increase		

 11-9-18
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

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

Robert M. Damminger Date
 Freeholder Director
 11/8/18
 (Contractor) Date

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS
RELATED TO THE RELEASE OF FUNDS TO THE GLOUCESTER COUNTY
ANIMAL SHELTER FROM THE ACCOUNT OF RONALD BOWER**

WHEREAS, Fulton Bank, on behalf of Raymond James, contacted the Gloucester County Animal Shelter regarding the financial account of Ronald Bower; and

WHEREAS, the Gloucester County Animal Shelter is a beneficiary, named under a transfer of death, to the account of Ronald Bower; and

WHEREAS, the Gloucester County Animal Shelter will receive 80% of the monies in the account, approximately \$18,400.00, upon taking part ownership of the account; and

WHEREAS, the account must be transferred into the name of the Gloucester County Animal Shelter prior to the funds being distributed out of the account to the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Board hereby authorizes and directs William Lombardi, Director of the Gloucester County Animal Shelter in conjunction with the assistance and review by County Counsel and Chief Financial Officer to execute any and all documents with Fulton Bank and/or Raymond James regarding taking ownership on behalf of the Gloucester County Animal Shelter of the financial account of Ronald Bower to obtain the monies in the account and deposit with the County of Gloucester in the account.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF CHILDREN AND FAMILIES FOR THE CHILD ADVOCACY DEVELOPMENT GRANT FOR \$262,883.00 FROM THE DATE OF AWARD TO JUNE 30, 2019

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a grant application to the New Jersey Department of Children and Families for the Child Advocacy Development Grant for funds to be used for improvements and additions to the Child Advocacy Center of Gloucester County, and to extend the current lease to cover the first and second floors; and

WHEREAS, Child Advocacy Centers are county-based centers which provide comprehensive child abuse prevention, intervention and treatment services to children who are victims of child abuse or neglect, and the County has the authority to enter such a lease pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-15; and

WHEREAS, the County Prosecutor’s Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that grant funds requested for \$262,883.00 from the date of award to June 30, 2019, will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is directed to attest to the grant application referenced hereinabove, and any resulting grant agreement; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the funds received 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 that the County Prosecutor’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 Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: 11/9/18

1. TYPE OF GRANT
 NEW GRANT RENEWAL
2. GRANT TITLE: Child Advocacy Development Grant
3. GRANT TERM: FROM: Award Date _____ TO: 6/30/19
4. DATE APPLICATION DUE TO GRANTOR: 11/28/18
5. CFDA NUMBER: _____
6. STATE GRANT NUMBER: _____
7. COUNTY DEPARTMENT: Prosecutors Office
8. DEPT. CONTRACT PERSON & PHONE NO. Kris Gallagher x5557
9. NAME OF FUNDING AGENCY: NJ Dept of Children and Families
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): These funds allow us to lease the second floor of the current CAC center, extend the lease on the first floor and provide renovations for office space on the second floor. This will allow detectives, APs and supervisors to be on site to assist victims and their families.
11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? yes
12. INDIRECT COST (IC) RATE ____ %
13. IC CHARGED TO GRANT : \$ _____
14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>262,883.00</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ _____	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>262,883.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0.00

TOTAL OTHER EXPENSES (b): \$ 262,883.00

TOTAL FRINGE (c): \$ 0.00

TOTAL PROGRAM COST (d): \$ 262,883.00

TOTAL GRANT FUNDING (e): \$ 262,883.00

TOTAL COUNTY FUNDING (f): \$ 0.00

DEPT. HEAD: _____
Signature

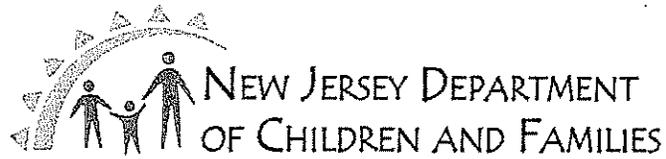
DATE: _____

***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.



REQUEST FOR PROPOSALS

FOR

Child Advocacy Development Grants- CAPITAL

GRANTS FOR CAPITAL FUNDING AVAILABLE TO COUNTIES WITHOUT CHILD ADVOCACY CENTERS AND TO COUNTIES WITH CHILD ADVOCACY CENTERS Issued on behalf of the Child Advocacy Center- Multidisciplinary Team Advisory Board

Funding up to \$4,000,000 Available – Up to Twenty-One Awards- DCF reserves the right to fund all or a portion of a proposal.

Mandatory Technical Assistance and Bidders Conference: October 24, 2018 at 2:00 PM

Place: DCF Mercer North Office, 3131 Princeton Pike, Building 6, Suite 202, Lawrenceville, NJ 08648 Questions will be accepted in advance of the Mandatory Bidder's Conference until October 23, 2018 at 12:00PM

Bids are due: November 28, 2018 at 12PM

Christine Norbut Beyer, MSW

Commissioner

October 5, 2018

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Funding Agency

State of New Jersey
Department of Children and Families on behalf of the Child Advocacy
Center- Multidisciplinary Team Advisory Board
50 East State Street,
Trenton, New Jersey 08625

Special Notice: Potential Bidders must attend a Mandatory Bidder's Conference on October 24, 2018 at the DCF Mercer North Local Office, 3131 Princeton Pike, Building 6, Suite 202, Lawrenceville, N.J. 08648,

Questions will be accepted in advance of the Bidder's Conference until October 23, 2018 12PM by providing them via email to DCF.ASKRFP@dcf.nj.gov Technical inquiries about forms and other documents may be requested anytime.

Section I – General Information

A. Purpose:

The New Jersey Department of Children and Families' (DCF) announces the availability of up to \$4,000,000 in funding provided through the Child Advocacy Center- Multidisciplinary Team Advisory Board for funding renovations, technology improvements, expansion or redesign of child advocacy centers in New Jersey. Funding is available up to \$4,000,000. The funds for these projects will need to be obligated by June 30, 2019 for capital projects that are consistent with the standards set forth in Exhibit C as the "National Children's Alliance • Standards for Accredited Members • 2017 Edition" standards for child advocacy centers. The funds will be distributed by the end of FY19 if the project is in process and moving toward completion with written sub-contracts for the renovations, technology improvements, expansion or redesign in place. That would not mean the work and fiscal commitments would need to be completed by that point in time, but legally binding agreements are required to be in place. It would be reasonable given the amount of funding for each project that this might take an extended period to complete. Grants will be one-time funding. All funding shall be subject to the appropriation of sufficient funds and the availability of sufficient resources.

An Applicant for capital funds for a County WITHOUT a CAC must be applying for funds to construct and/or develop a separate space to function as a CAC and meet the following organizational requirements:

1) as part of a County Government or Prosecutor's office or 2) a non-profit corporation that is duly registered to conduct business within the State of New Jersey **and** is affiliated with a County Prosecutor's Office or 3) a county Multidisciplinary Diagnostic Team (MDT) affiliated with a county prosecutor's office.

An Applicant for capital funds for a County WITH a CAC must be:

1) an existing CAC operating as part of a County Government or Prosecutor's office or 2) an existing CAC operating as a non-profit corporation that is duly registered to conduct business within the State of New Jersey **and** is affiliated with a County Prosecutor's Office or 3) an existing CAC operated by a county Multidisciplinary Diagnostic Team (MDT) affiliated with a county prosecutor's office.

B. Background:

The Department is charged with serving and safeguarding the most vulnerable children and families in the State and our mission is to ensure the safety, well-being and success of New Jersey's children and families. Our vision statement is "To ensure a better today and even greater tomorrow for every individual we serve." For the purpose of this Request for Proposal (RFP), a Child advocacy Center (CAC) is defined as a separate, child focused space designed to provide a safe, comfortable and neutral place where forensic interviews can be conducted, and other services can be provided for children and families. CACs range from small, refurbished houses, to a renovated wing of a county office building or community hospital, to newly built facilities. A physically safe space is central to the creation of a child- focused setting. The location must be accessible and tailored to meet the individualized and unique needs of children and families regarding culture, development, and special needs throughout the investigation, intervention, and case management processes. The space in which the services are provided are unique and must adhere to the National Children's Alliance • Standards for Accredited Members • 2017 Edition as described in Exhibit C.

C. Capital Improvements to be Funded:

The Applicant for these capital improvement funds may propose to provide, initiate and/or coordinate "enhancing" an existing CAC; or "developing" a new CAC. For the purpose of this RFP:

- "developing" is defined as new construction or leasing a location to create a new CAC
- "enhancing" is defined as enhancing/renovating an existing CAC space; or leasing a location to relocate an existing CAC.

Counties WITHOUT a CAC:

Applicant Pre-Requisites:

An Applicant for capital funds for a County WITHOUT a CAC must be applying for funds to construct and/or develop a separate space to function as a CAC and meet the following organizational requirements:

1) as part of a County Government or Prosecutor's office or 2) a not for profit corporation that is duly registered to conduct business within the State of New Jersey and is affiliated with a County Prosecutor's Office or 3) a county Multidisciplinary Diagnostic Team (MDT) affiliated with a county prosecutor's office.

It is understood that a variety of services may already be available for victims of child abuse such as forensic interviewing or support services in any given county. In counties without a defined space dedicated as a child advocacy center, this RFP permits an application for funds for the construction, lease and or development of an identified safe comfortable and neutral space in which forensic interviews are to be conducted and other services or supports may be provided.

The Applicant's proposal for a new CAC must: identify the proposed location and indicate how it will be ADA accessible; include information about transportation assistance, travel distances, availability of parking, public transportation; and describe how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds as outlined in Exhibit C.

The Applicant's design proposal for the new CAC must include, at a minimum, space to accommodate forensic interviewing and the design must be consistent with or moving towards the Accreditation Standards as set forth in Exhibit C. The Applicant's proposal must also include its staffing plan for conducting forensic evaluations at the proposed CAC location and the revenue source for those staff and any other staff to be assigned to the CAC.

Counties WITH a Child Advocacy Center

Applicant Pre-Requisites:

An Applicant for capital funds must be 1) an existing CAC operating as part of a County Government or Prosecutor's office or 2) an existing CAC operating as a not for profit corporation that is duly registered to conduct business within the State of New Jersey and is affiliated with a County Prosecutor's Office or 3) an existing CAC operated by a county

Multidisciplinary Diagnostic Team (MDT) affiliated with a county prosecutor's office. In counties with a defined dedicated Child Advocacy Center space, this RFP permits an application for funds to:

- Enhance and/or renovating an existing CAC space; or leasing a location to relocate an existing CAC.
- Develop a new construction for the existing CAC.

Proposal to Relocate an Existing Child Advocacy Center

If the Applicant intends to relocate its existing CAC to a new location, the applicant's proposal for the relocated CAC must: identify the proposed location and indicate how it will be ADA accessible; include information about transportation assistance, travel distances, availability of parking, public transportation; and describe how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds as outlined in Exhibit C.

The Applicant's design proposal for the relocated CAC must include, at a minimum, space to accommodate forensic interviewing and the design must be consistent with or moving towards the Accreditation Standards as set forth in Exhibit C. The Applicant's proposal must also include its staffing plan for conducting forensic evaluations at the proposed CAC re-location and the revenue source for those staff and any other staff to be assigned to the CAC. NOTE: The proposed relocation site must be able to accommodate all services provided at the existing CAC site.

Proposal to Enhance or Develop an Existing Child Advocacy Center

An Applicant may submit a proposal to enhance or develop an existing Child Advocacy Center. As a reminder:

- "developing" is defined as new construction or leasing a location to create a new CAC
- "enhancing" is defined as enhancing/renovating an existing CAC space; or leasing a location to relocate an existing CAC.

Funding may be provided to those applicants that demonstrate a need for renovation, technology improvements or enhancement of their space consistent with the requirements in Exhibit C. Examples of the type of projects that would be considered for renovating/enhancing an existing CAC space with these funds include, but aren't limited to: renovation costs to ensure safety and confidentiality; technology enhancements to record necessary testimony; or security improvements consistent with the CAC accreditation standards set forth in Exhibit C.

NOTE: If the application for renovations is intended to expand services available at the CAC, the Applicant's proposal must also include its staffing plan for conducting forensic evaluations at the proposed CAC re-location and the revenue source for those staff and any other staff to be assigned to the CAC.

General considerations for submission of the proposals:

Funds may be used for items such as generators for the CAC space or related space. Funding may not be used for vehicles or for the provision of direct client services.

D. Funding Information:

All funding is subject to appropriation. Funding is available up to \$4,000,000. Up to twenty-one (21) proposals may be awarded for projects that are consistent with the standards set forth in Exhibit C as the "National Children's Alliance • Standards for Accredited Members • 2017 Edition" standards for child advocacy centers. The funds for these projects will need to be obligated by June 30, 2019. The funds will be distributed by the end of FY19 if the project is in process and moving toward completion with written contracts and commitments in place. That would not mean the work and fiscal commitments would need to be completed by that point in time, but legally binding agreements are required to be in place. It would be reasonable given the amount of funding for each project that this might take an extended period to complete. Funding is one time and proposals shall demonstrate that the contracts for renovations and /or improvements shall be completed, or funding obligated by June 30, 2019.

The priorities for funding of capital improvements are in order of importance:
1) A proposal for capital funds to develop a defined space in which to operate a CAC in a county WITHOUT a CAC.
2) A proposal for capital funds to relocate, enhance or develop a CAC in a county WITH a CAC.

Proposals that demonstrate the leveraging of other financial resources will receive additional consideration in the proposal review process. DCF reserves the right to award all or a portion of the requested amount.

Funds awarded under this program may not be used to supplant or duplicate existing funding. If an existing funded CAC renovation or equipment renovation requires additional funding in order to move toward completion this is an acceptable application. Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF.

E. Applicant Eligibility Requirements:

1. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
2. If Applicant is under a corrective action plan with DCF, or any other New Jersey State agency or authority, the Applicant may not submit a proposal for this RFP. Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated to the satisfaction of DCF for a period of 6 months
3. Applicants shall not be suspended, terminated or barred for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
4. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
5. Where required, all applicants must hold current State licenses.
6. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required.
7. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
8. All applicants must have a Data Universal Numbering System (DUNS) number. To acquire a DUNS number, contact the dedicated toll-free DUNS number request line at 1-866-705-5711 or inquire on-line at www.dnb.com
9. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.

F. RFP Schedule:

October 23, 2018 at 12:00PM	Deadline for Email Questions sent to DCF.ASKRFP@dcf.nj.gov
October 24, 2018 at 2:00PM	Mandatory Bidders Conference
November 28, 2018 at 12:00PM	Deadline for Receipt of Proposals by 12:00PM

Proposals received after 12:00 PM on **November 28, 2018** will **not** be considered. Applicants shall submit **one (1) signed original** and should submit **one CD ROM** as indicated below.

Proposals must be delivered either:

1) In person to:

Catherine Schafer, Director of Office of Integrity and Accountability
Department of Children and Families
50 East State Street, 3rd floor
Trenton, New Jersey 08625-0717

Please allow time for the elevator and access through the security guard. Applicants submitting proposals in person or by commercial carrier shall submit **one (1) signed original** and should submit **one CD ROM** with all documents.

2) Commercial Carrier (hand delivery, federal express or UPS) to:

Catherine Schafer, Director of Office of Integrity and Accountability
Department of Children and Families
50 East State Street, 3rd floor
Trenton, New Jersey 08625-0717

Applicants submitting proposals in person or by commercial carrier shall submit **one (1) signed original** and should submit **one CD ROM** with all documents.

3) Online:

DCF offers the alternative for our bidders to submit proposals electronically. Only a registered Authorized Organization Representative (AOR) or the designated alternate is eligible to send in a submission by submitting an AOR form.

AOR Registration forms and online training are available on our website at: www.nj.gov/dcf/providers/notices/

Forms are directly under the Notices Section-See Standard Documents for RFPs

- [Submitting Requests for Proposal Electronically PowerPoint \(pdf\)](#)
- [Registration for the Authorized Organization Representative \(AOR\) Form](#)

We recommend that you do not wait until the date of delivery in case there are technical difficulties during your submission. Registered AOR forms may be received 5 business days prior to the date the bid is due.

G. Administration:

1. Screening for Eligibility, Conformity and Completeness

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection.

The following criteria will be considered, where applicable, as part of the preliminary screening process:

- a. The application was received prior to the stated deadline
- b. The application is signed and authorized by the applicant's Chief Executive Officer or equivalent
- c. The applicant attended the Bidders Conference (if required)
- d. The application is complete in its entirety, including all required attachments and appendices
- e. The application conforms to the specifications set forth in the RFP

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations. Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications constitutes grounds for immediate rejection of the proposal if such absence affects the ability of the committee to fairly judge the application.

2. Proposal Review Process

DCF will convene a Proposal Evaluation Committee in accordance with existing regulation and policy. The Committee will review each application in accordance with the established criteria outlined in Section II of this document. All reviewers, voting and advisory, will complete a conflict of interest form. Those individuals with conflicts or the appearance of a conflict will be disqualified from participation in the review process. The voting members of the Proposal Evaluation Committee will review proposals, deliberate as a group, and then independently score applications to determine the final funding decisions.

The Department reserves the right to request that applicants present their proposal in person for final scoring. In the event of a tie in the scoring by the Committee, the bidders that are the subject of the tie will provide a presentation of their proposal to the evaluation committee. The evaluation committee will request specific information and/or specific questions to be answered during a presentation by the provider and a brief time-constrained presentation. The presentation will be scored out of 50 possible points, based on the following criteria and the highest score will be recommended for approval as the winning bidder.

Requested information was covered-	10 Points
Approach to the contract and program design was thoroughly and clearly explained and was consistent with the RFP requirements-	20 Points
Background of organization and staffing explained-	10 Points
Speakers were knowledgeable about topic-	5 Points
Speakers responded well to questions -	5 Points

The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. The Department's best interests in this context include but are not limited to: State loss of funding for the contract; the inability of the applicant to provide adequate services; the applicant's lack of good standing with the Department, and any indication, including solely an allegation, of misrepresentation of information and/or non-compliance with any State of New Jersey contracts, policies and procedures, or State and/or Federal laws and regulations.

All applicants will be notified in writing of the Department's intent to award a contract.

3. Special Requirements

The successful Applicant shall maintain all documentation related to products, transactions or under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Applicants must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy. A copy is attached as **Exhibit A**.

Applicants must comply with laws relating to Anti- Discrimination as attached as **Exhibit B**.

Applicants are also advised that any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A.52:32-33), contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.

H. Appeals:

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. An appeal will not be heard based upon a challenge to the evaluation of a proposal. Applicants may appeal by submitting a written request to:

Office of Legal Affairs
Contract Appeals
50 East State Street 4th Floor
Trenton NJ 08625

no later than ten (10) calendar days following receipt of the notification or by the deadline posted in this announcement.

I. Post Award Review:

As a courtesy, DCF may offer unsuccessful applicants an opportunity to review the Evaluation Committee's rating of their individual proposals. All Post Award Reviews will be conducted by appointment.

Applicants may request a Post Award Review by contacting:
DCF.ASKRFP@dcf.nj.gov

Post Award Reviews will not be conducted after six months from the date of issuance of this RFP.

J. Post Award Requirements:

Upon receipt of the successful awards letter for construction or renovation, the agency will be contacted by Department of Children and Families to conduct an Initial Inspection of the proposed grant. Once this inspection has been conducted, the agency will receive the Initial Inspection Report, which will give the agency clear direction towards obtaining two additional bids.

The applicant must include one bid for any proposed physical improvement with the RFP application. Should the agency receive the grant, two additional "like" bids for the project will be required.

Selected applicants will also be required to comply with all applicable State and Federal laws and statutes, assurances, certifications and regulations regarding funding.

Upon receipt of the award announcement, and where appropriate, selected applicants will be minimally required to submit one (1) copy of the following documents:

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies
3. Bonding Certificate
4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification
5. Registration in NJSTART

The actual award of funds is contingent upon a successful Contract negotiation. If, during the negotiations, it is found that the selected Applicant is incapable of providing the services or has misrepresented any material fact or its ability to manage the program, the notice of intent to award may be rescinded.

Selected applicants will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and

Information Manual. Applicants may review these items via the Internet at www.nj.gov/dcf/providers/contracting/manuals

Selected applicants will also be required to comply with all applicable State and Federal laws and statutes, assurances, certifications and regulations regarding funding.

Section II – Application Instructions

A. Proposal Requirements and Review Criteria:

The narrative portion of the proposal should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right. The font shall be no smaller than 12 points in Arial or Times New Roman. There is a twenty (20) page limitation for the narrative portion of the grant application. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements. Five (5) points will be deducted for each missing document. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive. The narrative must be organized appropriately and address the key concepts outlined in the RFP. Annex B-3 budget pages, and attachments do not count towards the narrative page limit.

Proposals may be fastened by a heavy-duty binder clip. Do not submit proposals in loose-leaf binders, plastic sleeves or folders or staples.

Each proposal narrative must contain the following items organized by heading in the same order as presented below:

1. Organization and Fit (20 Points)

- *Identify if you are an applicant for capital funds for:*
- A. **County WITHOUT a CAC** and will be developing a new child advocacy center constructed and/or developed as a separate space:
- 1) as part of a County Government or Prosecutor's office
or
 - 2) operating as a not for profit corporation that is duly registered to conduct business within the State of New Jersey and is affiliated with a County Prosecutor's Office
or
 - 3) as part of a county Multidisciplinary Diagnostic Team (MDT) affiliated with a county prosecutor's office.

OR

B. **County WITH a Child Advocacy Center** and will enhance and/or renovate an existing CAC space; or lease a location to relocate an existing CAC; or develop a new construction for the existing CAC.

All Applicants must provide the following information:

- Describe how this current proposal for the use of capital funds is consistent with your organization's mission and vision.
- Describe your existing collaborations, partnerships and collaborative efforts with other community and systems partners (include relevant affiliation agreements or Memoranda of Understanding).
- Provide description of the approval process or a consent to proceed with this project, if awarded, from the appropriate entities.
- Describe how the requirements of this initiative will be met through your governance and management structure, including the roles of senior executives and Board officers.
- Describe how the requirements of this initiative will be met through your commitment to cultural competency and diversity and plans to ensure needs of various and diverse cultures within the target community will be met in a manner consistent with the Law Against Discrimination (NJSA 10:51 seq.).

The New Jersey Department of Children and Families endorsed Prevent Child Abuse New Jersey's (PCA-NJ) Safe-Child Standards in August 2013 (The "Standards"). The Standards are a preventative tool for implementing policies and procedures for organizations working with youth and children and through their implementation, an organization can minimize the risks of the occurrence of child sexual abuse.

The Standards are available at:

<http://www.state.nj.us/dcf/SafeChildStandards.pdf>

2. Plans for Capital Improvement (30 Points)

Each proposal should provide sufficient information to support the request for funding for the construction, building, renovation, improvement or technological enhancement. Included in the justification for improvements, the applicant must identify the facility(ies) to be renovated, technology improvement, expansion, or redesign with the

awarded funding; which standards in Exhibit C the proposed use of the funds would support; and how the proposed use of funds furthers the agency's ability to meet or exceed the needs consistent with the identified standard(s).

NOTE: An Applicant's proposal for a County WITHOUT a CAC must also include:

- Describe how your organization plans to build a CAC in the county constructed and/or developed as a separate space.
- Describe how you plan to sustain and maintain the space once the CAC space is created.
- Explain how the design is consistent with or moving towards the Accreditation Standards as set forth in Exhibit C.
- Identify the proposed location and indicate how it will be ADA accessible
- Include information about transportation assistance, travel distances, availability of parking, public transportation; and describe how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds as outlined in Exhibit C.
- Present the staffing plan for conducting forensic evaluations at the proposed CAC location and the revenue source for those staff and any other staff to be assigned to the CAC.
- Describe how your organization will develop a viable, sustainable service array at the proposed CAC.

NOTE: An Applicant's proposal for a County WITH a CAC to relocate an existing CAC must include, at a minimum:

- Description of space to accommodate forensic interviewing, and how the space will be able to accommodate all services provided at the existing CAC site.
- Describe how the design is consistent with or moving towards the Accreditation Standards as set forth in Exhibit C.

- Present staffing plan for conducting forensic evaluations at the proposed CAC re-location and the revenue source for those staff and any other staff to be assigned to the CAC

3. Project Implementation Timeline (20 Points)

In table format, outline the project implementation action steps and timeline. See the format for the Project Implementation Timeline in Exhibit E.

4. Budget Narrative (20 Points)

The Department will consider the cost efficiency of the proposed budget as it relates to the project. Therefore, applicants must clearly indicate how this funding will be used to meet the goals and/or requirements. Provide a line item budget on the attached Exhibit D and a budget narrative for the total costs of the proposed capital project. The funds for these projects will need to be obligated by June 30, 2019. The funds will be distributed by the end of FY19 if the project is in process and moving toward completion with written contracts and commitments in place. That would not mean the work and fiscal commitments would need to be completed by that point in time, but legally binding agreements are required to be in place. It would be reasonable given the amount of funding for each project that this might take an extended period to complete.

The budget should be reasonable and reflect the scope of responsibilities required to accomplish the goals of this project. All costs associated with the completion of the project must be delineated and the budget narrative must clearly articulate budget items including a description of miscellaneous expenses or "other" items. Each proposal shall include submission of the Annex B-3 Budget/Expenditure Report (please see Exhibit D). Leveraging resources shall be considered. Reminder: funds may not be used for vehicles nor for the provision of direct client services.

If construction improvements are proposed, then one bid for each improvement must be provided. If technology is being purchased, a quotation or copy of the public procurement contract section is sufficient. Generators are allowable for the child advocacy or related space. Vehicles are not a permitted expense.

5. Management Resources to Ensure Purchase/Permitting/ Delivery and Installation for Projects and Treatment Services (10 Points)

Clearly describe the organizational strengths and management resources available to ensure the purchase, leasing, permitting, delivery and installation of the renovation, technology improvement, enhancement or redesign proposed to the new or existing facility for renovation projects.

B. Supporting Documents:

Applicants must submit a complete proposal signed and dated by the Chief Executive Officer or equivalent and should submit a CD ROM containing all the documents in PDF or Word format. There is a 20-page limitation for the narrative portion of the grant application. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements. Failure to submit any of the required documents requested in this RFP will result in a loss of five (5) points per item from the total points awarded for the proposal.

All supporting documents submitted in response to this RFP shall be organized in the following manner for:

1. An applicant operating as a **not for profit** corporation that is duly registered to conduct business within the State of New Jersey and is affiliated with a County Prosecutor's Office OR
2. An independently organized county-based **non-profit** Multidisciplinary Diagnostic Team (MDT) organization affiliated with a county prosecutor's office

Part I: Proposal	
1	<input type="checkbox"/> Proposal Cover Sheet – (signed and dated) Use the RFP forms found directly under the Notices section on Website: www.nj.gov/dcf/providers/notices/ Form: http://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc
2	<input type="checkbox"/> Table of Contents – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices for paper copies, CD and electronic copies.
3	<input type="checkbox"/> Proposal Narrative -20 pg. limitation a) Organization and Fit (20 Points) b) Plans for Capital Improvement (30 Points) c) Project Implementation Timeline (20 Points) d) Budget Narrative (20 Points) e) Management Resources to Ensure Purchase/Permitting/ Delivery

	and Installation for Projects and Treatment Services (10 Points)
	Part II: Appendices
4	<input type="checkbox"/> One Bid/Quote- for each proposed work, if application is for construction. If, for example, a roof has a quote as well as new sidewalk construction- include both bids/quotes. If software and/or technology is being purchased, a quote is required.
5	<input type="checkbox"/> Job descriptions of proposed personnel, (resumes if available for key personnel (please do not provide home addresses or personal phone numbers))
6	<input type="checkbox"/> Current Agency Organization Chart
7	<input type="checkbox"/> Exhibit E Project Implementation Timeline
8	<input type="checkbox"/> Safe-Child Standards Description of your agency's implementation of the standards (no more than 2 pages)
9	<input type="checkbox"/> DCF Annex B-3 Budget Forms Exhibit D
10	<input type="checkbox"/> Copies of any audits (Not your agency financial audit) or reviews completed or in process by DCF or other State entities from 2016 to the present . If available, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position. If not applicable, include a written statement.
11	<input type="checkbox"/> Dated List of Names of Board of Directors a. Titles, b. Address and c. Terms -or- Managing Partners , if an LLC or Partnership
12	<input type="checkbox"/> Signed Standard Language Document (SLD) [Version: Rev. June 6, 2014] Form: http://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc
13	<input type="checkbox"/> Document showing Data Universal Numbering System (DUNS) Number [2006 Federal Accountability & Transparency Act (FFATA)] Website: http://www.dnb.com Helpline: 1-866-705-5711
14	<input type="checkbox"/> System for Award Management (SAM) printout (or Renewal) showing "active" status (free of charge). Website: https://www.sam.gov/portal/public/SAM Helpline: 1-866-606-8220
15	<input type="checkbox"/> Applicable Consulting Contracts, Affiliation Agreements/Memoranda of Understanding related to this RFP. If not applicable, include a written statement

16	<input type="checkbox"/> Business Associate Agreement/HIPAA , with signature under Business Associate [Version: Rev. 9-2013] Form: http://www.nj.gov/dcf/providers/contracting/forms/HIPAA.doc
17	<input type="checkbox"/> Affirmative Action Certificate -or- Renewal Application [AA302] sent to Treasury Website: http://www.state.nj.us/treasury/purchase/forms.shtml Form: http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf
18	<input type="checkbox"/> Certificate of Incorporation Website: http://www.nj.gov/treasury/revenue/filecerts.shtml
19	<input type="checkbox"/> Agency By-laws or Management Operating Agreement if an LLC
20	<input type="checkbox"/> Tax Exempt Certification Website: http://www.state.nj.us/treasury/taxation/exemption.shtml
21	<input type="checkbox"/> Disclosure of Investigations & Other Actions Involving Bidder Form (PDF) (signed and dated) Form: http://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf
22	<input type="checkbox"/> Disclosure of Investment Activities in Iran (PDF) (signed and dated) Form: http://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf
23	<input type="checkbox"/> Certification Regarding Debarment- (Signed and dated) Form: http://www.state.nj.us/dcf/providers/notices/Cert.Debarment.pdf
24	<input type="checkbox"/> Statement of Assurances – (Signed and dated) Use the RFP forms found directly under the Notices section: Website: www.nj.gov/dcf/providers/notices/ Form: http://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc
25	<input type="checkbox"/> Tax Forms: <u>Non-Profit Form 990</u> Return of Organization Exempt from Income Tax - or- For Profit Form 1120 US Corporation Income Tax Return - or- LLC Applicable Tax Form and may delete or redact any SSN or personal information
26	<input type="checkbox"/> Most recent Audit or Financial Statement (certified by accountant or accounting firm) <u>Audit:</u> For agencies expending over \$100,000 in combined Federal/State Awards - or- <u>Financial Statement:</u> For agencies expending under \$100,000

	Policy: http://www.nj.gov/dcf/documents/contract/manuals/CPIM_p7_audit.pdf
27	<input type="checkbox"/> Exhibit F Attestation

All supporting documents submitted in response to this RFP shall be organized in the following manner for:

1. A new or existing child advocacy center existing as part of a **County Government or Prosecutor's** office OR
2. **County Government or Prosecutor's Office** on behalf of an MDT in counties where there is no CAC or independently organized MDT capable of bidding.

	Part I: Proposal
1	<input type="checkbox"/> Proposal Cover Sheet – Use the RFP forms found directly under the Notices section on Website: www.nj.gov/dcf/providers/notices/ Form: http://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc
2	<input type="checkbox"/> Table of Contents – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices for paper copies, CD and electronic copies.
3	<input type="checkbox"/> Proposal Narrative - 20 pg. limitation. <ol style="list-style-type: none"> a) Organization and Fit (20 Points) b) Plans for Capital Improvement (30 Points) c) Project Implementation Timeline (20 Points) d) Budget Narrative (20 Points) e) Management Resources to Ensure Purchase/Permitting/ Delivery and Installation for Projects and Treatment Services (10 Points)
	Part II: Appendices
4	<input type="checkbox"/> One Bid/Quote- for each proposed work, if application is for construction. If, for example, a roof has a quote as well as new sidewalk construction- include both bids/quotes. If technology is being purchased, a quote or statement from a public procurement contract is acceptable.
5	<input type="checkbox"/> Current Organization Chart
6	<input type="checkbox"/> Safe-Child Standards Description of your agency's implementation of the standards (no more than 2 pages)

7	<input type="checkbox"/> Exhibit D DCF Annex B-3 Budget Forms
8	<input type="checkbox"/> Exhibit E Project Implementation Timeline
9	<input type="checkbox"/> Exhibit F Attestation

* Standard forms for RFP's are available at:
www.nj.gov/dcf/providers/notices/ Forms for RFP's are directly under the Notices section.

Standard DCF Annex B (budget) forms are available at:
<http://www.state.nj.us/dcf/providers/contracting/forms/>
 ** Treasury required forms are available on the Department of the Treasury website at
<http://www.state.nj.us/treasury/purchase/forms.shtml>
 Click on Vendor Information and then on Forms.

Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual may be reviewed via the Internet at:
www.nj.gov/dcf/providers/contracting/manuals

C. Requests for Information and Clarification:

Question and Answer:

DCF will provide eligible applicants additional and/or clarifying information about this initiative and application procedures at the Bidders Conference indicated in this RFP. All prospective applicants must attend a Bidders Conference and participate in an onsite registration process in order to have their applications reviewed. Failure to attend the Bidders Conference will disqualify individuals, agencies, or organizations from the RFP process.

Questions may be emailed in advance of the Bidders Conference to DCF.ASKRFP@dcf.nj.gov. Applicants may also request information and/or assistance from DCF.ASKRFP@dcf.nj.gov until the Bidders Conference. Inquiries will not be accepted after the closing date of the Bidders Conference.

Written questions must be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. All inquiries submitted to DCF.ASKRFP@dcf.nj.gov must identify, in the Subject heading, the specific RFP for which the

question/clarification is being sought. Each question should begin by referencing the RFP page number and section number to which it relates.

All other types of inquiries will not be accepted. Applicants may not contact the Department directly, in person, or by telephone, concerning this RFP.

Inclement weather will not result in the cancellation of the Bidders Conference unless it is of a severity sufficient to cause the official closing or delayed opening of State offices on the above date.

In the event of the closure or delayed opening of State offices, the Bidders Conference will be cancelled and then held on an alternate date.

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFP at:

<https://nj.gov/dcf/providers/notices/>

Technical inquiries about forms and other documents may be requested anytime.

All other types of inquiries will not be accepted. **Applicants may not contact the Department directly, in person, or by telephone, concerning this RFP.**

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL 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 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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

· Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically available at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Children and Families, the Division of Purchase & Property, and/ or CCAU EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B
TITLE 10. CIVIL RIGHTS
CHAPTER 2. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS

N.J. Stat. § 10:2-1 (2012)

§ 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

Exhibit C-CRITERIA - Essential Components

National Children's Alliance • Standards for Accredited Members • 2017 Edition

A. The CAC is a designated, task-appropriate facility which aligns to the following criteria:

1. The CAC is maintained in a manner that is physically and psychologically safe for children and families.
2. The CAC provides observation or supervision of clients within sight or hearing distance by CAC staff, MDT members or volunteers at all times.
3. The CAC is convenient and accessible to clients and MDT members.
4. Areas where children may be present as well as toys and other resources are "childproofed," cleaned, and sanitized to be as safe as possible.

STATEMENT OF INTENT:

The CAC has an identified, separate, child focused space designed to provide a safe, comfortable and neutral place where forensic interviews can be conducted, and other services can be provided for children and families. CACs range from small, refurbished houses, to a renovated wing of a county office building or community hospital, to newly built facilities. A physically safe space is central to the creation of a child- focused setting. This can be a challenge as centers are host to children of a variety of ages and developmental stages. Materials and center furnishings should be selected with this in mind. To assure a physically and psychologically safe environment, children and families must be observed or supervised by CAC staff, MDT members, or volunteers ensuring that they are within sight or hearing distance at all times. Some CACs are built so that the waiting room can be seen from the receptionist's desk. Other CACs have volunteers scheduled to supervise play in the waiting room whenever the center is open for clients. When planning the location of a center, it is important to evaluate the site's accessibility for clients and MDT partner agencies. Considerations should include transportation assistance, travel distances, availability of parking, public transportation, and how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds. Additionally, planning should include consideration for clients who will return to the center for ongoing services such as follow-up meetings, medical appointments, or therapy services.

B. The CAC has, and abides by, written policies and procedures that ensure separation of victims and alleged offenders.

STATEMENT OF INTENT:

The CAC has written policies and procedures that ensure the separation of victims and alleged offenders during the investigative process and as appropriate throughout delivery of the full array of CAC services. During the investigative process, logic dictates that children will not feel free to disclose

abuse if the alleged offender accompanies them to the interview and/or remains on-location throughout the duration of intervention. This separation of children from alleged offenders should also extend to children and perpetrators in unrelated cases. If a CAC shares space with an existing agency that provides services to offenders, facility features and scheduling must assure separation between children and family members and alleged offenders. Many CACs serve a vital role in their communities by providing services to children with problematic sexual behaviors. CACs that offer services to this population should have policies and procedures in place to maintain physical and psychological safety for child victims and their families. This includes protected service times during which child victims are not at the center, separate entrances and waiting areas, or off-site services through linkage agreements.

C. The CAC makes reasonable accommodations to make the facility physically accessible.

STATEMENT OF INTENT:

Not all centers are located in custom-designed or new buildings; however, CACs should make reasonable accommodations to make the facility physically accessible to clients and family members as needed. If the CAC cannot be structurally modified, arrangements for equivalent services should be made at alternate locations. CACs must be in compliance with guidelines stipulated in the Americans with Disabilities Act (ADA) and/or state legislation.

D. The facility allows for live observation of interviews by MDT members.

STATEMENT OF INTENT:

Multiple interviews and/or interviewers are often stressful for children, particularly those children already experiencing trauma. To lessen or eliminate the need for duplicative interviews, interviews should be observed by MDT members in a space other than the interview room, whether or not interviews are recorded. The MDT should also have the ability to communicate with the interviewer in some manner to provide input and feedback during the live interview with the child.

E. Separate and private area(s) are available for case consultation and discussion, for meetings or interviews, and for clients awaiting services.

STATEMENT OF INTENT:

To assure a physically and psychologically safe environment for children and families, confidentiality and respect for client privacy is of paramount concern in a CAC. It is not acceptable for team members or CAC staff to discuss cases with children or families at a location where visitors or others not directly involved with the case may overhear them. Separate areas should also be made available for private family member interviews and so

that individual family members may privately discuss aspects of their case. Care should be taken to assure that private meeting areas are not only physically separate, but also soundproofed so that conversations cannot be overheard. Some centers place soundproofing materials in walls when building or refurbishing their centers. Others place stereos or “white noise” machines in rooms to block sound.

National Children’s Alliance • Standards for Accredited Members • 2017 Edition

EXHIBIT D-DCF B-3 Budget Form

BUDGET 12-Month Budget	CATEGORIES CAC CAPITAL	TOTAL COSTS	DCF Funding request	Leveraging Other Cash or In- Kind Funding Sources*	
A. Consultants & Professional Fees					
B. Permitting fees					
C. Materials & Supplies					
D. Equipment					
C. Personnel (List each position)					
F. Other					
G. Total Cost					
H. Revenue (deduct)*		()	n/a	n/a	
I. Funding Request			n/a	n/a	
The budget request shall indicate the Agency's total proposed budget for delivery the capital improvement reduced by the other sources of funding. If applicable, indicate the sources of leveraged funding and the dollar amounts for each below:					
Other Sources of Funding for this Program: (Specify These)					
Other Funding Amounts:		0	0	0	

EXHIBIT F

ATTESTATION:

By my signature below, I hereby certify that:

I have the necessary authority to execute this agreement between my organization and the Department of Children and Families (DCF). I have read, understand and will comply with all of the terms and conditions of providing services as described in this RFP/RFQ. I agree to provide all of the required services and to comply with all of the service implementation and payment processes described throughout this RFP/RFQ. I certify that I meet all of the qualifications and have provided all of the documentation required throughout the RFP/RFQ for providing these required services.

The information I have given in response to this RFP/RFQ is correct and complete.

I understand that the failure to abide by the terms of this attestation is a basis for DCF's withdrawal of my qualification to provide these services.

CEO OR EQUIVALENT

Robert M. Dammit TYPED NAME

SIGNATURE

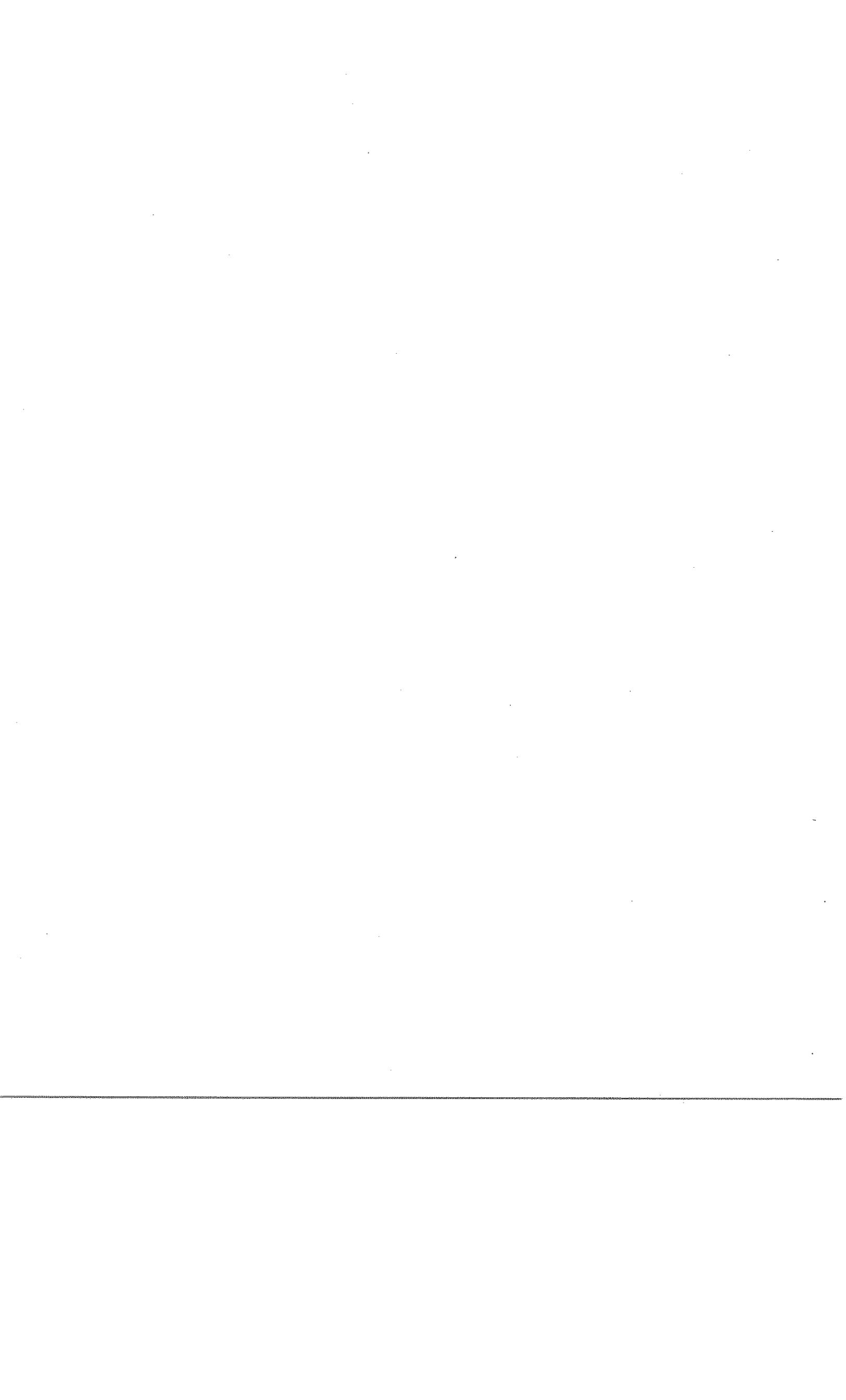
DATE

PLEASE NOTE: This application and attestation is subject to public disclosure under the New Jersey Open Public Records Act.

BUDGET NARRATIVE

The County of Gloucester is asking for grant funds in the amount of **\$262,883**. We would like to use **\$174,000** of the grant funds being requested towards a five (5) year lease for 45 Cooper Street in Woodbury, which is the upper level rental space that is located directly above the current Gloucester County Child Advocacy located at 47 Cooper Street. This space would be leased at a cost of \$2000 per month for a five-year total amount of \$120,000. We would also look to extend the lease on the current space by 18 months so that the leases on both the upper and lower floors would run concurrent and expire at the same time. The rent at 47 Cooper is \$3000 per month, with the extended total amount being \$54,000.

Currently the space at 47 Cooper Street houses the Child Advocacy Center, which officially opened in October of 2017. Funding from the 2017 Department of Children and Families Child Advocacy Center Competitive Grant provided monies for a five (5) year lease agreement, renovations and furnishings. We would like to expand the Advocacy Center to include the lease of the upper level (1440 sq.ft.), which has become available, to house our newly created Special Victims Unit. This would allow the detectives and assistant prosecutors, along with supervisors to be on-site at the Child Advocacy Center. Currently this staff is located two blocks away and are forced to travel to the Advocacy Center when there is a case activation. The ability to have staff on site would provide for a more efficient and collaborative effort, which would benefit all of those involved to include the victims and their families, law enforcement, and victim and legal services.



We plan to consolidate the leasing of both floors into one agreement that will extend to December 31 of 2023. This would include the property owner's responsibility of heating costs, electricity costs, sewer, water and property upkeep and repairs of any building issues that may occur. If funding would only support leasing 45 Cooper Street and not further extending the lease at 47 Cooper Street, then we would be asking for funds for a 42-month lease at \$2000 per month for a total of \$84,000.

The Superintendent of Gloucester County's Buildings and Grounds has given an estimate for renovation of the space at 45 Cooper Street, to include a small vestibule, stairway and second floor at a cost of **\$50,500**. This would include the removal and replacement of all flooring, \$13,000. The repair and painting of walls and woodwork, \$5,500. Electrical upgrades to accommodate the air-conditioning, lighting and computer systems, \$8000. Doors will need replacing in the bathrooms and office areas, \$500. The bathroom toilets and sinks need replacing with potential plumbing repairs, \$2000. Installation of air-conditioning split systems, as there is no current cooling system, \$20,000. Fire alarms and smoke detectors as well as other miscellaneous costs, \$1500. The Buildings and Grounds department would be doing the renovation work so there are no labor costs associated with this estimate.

Funding will also be used for security of the building that would include wiring and installation of power-locking system for the entrance, **\$5,600**. The new SVU unit will need furnishing for 10 employees to include L-shaped desks, lateral files, task and guest chairs, **\$26,258**. Wiring 45 Cooper Street for the computer and phone system and phones for 10 desk areas, **\$6,000**. Finally, we would ask for **\$525** for a microwave and refrigerator for the kitchen area.

**RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT
WITH THE NJ DEPARTMENT OF LAW AND PUBLIC SAFETY FOR THE
FFY 2018 OPERATION HELPING HAND GRANT FOR \$58,824.00 FOR
GRANT TERM SEPTEMBER 1, 2018 TO AUGUST 31, 2019**

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a grant application to the New Jersey Department of Law and Public Safety for the FFY 2018 Operation Helping Hand Grant for funds to be used to establish a program to provide law enforcement officers an active role in identifying individuals with substance use disorders and working with community partners to serve as a point of entry for treatment and/or recovery support services; and

WHEREAS, the County Prosecutor’s Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that grant funds requested in the amount of \$58,824.00 for grant period September 1, 2018 to August 31, 2019, will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is directed to attest to the grant application referenced hereinabove, and any resulting grant agreement; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the funds received 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 that the County Prosecutor’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 Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

GRANT REQUEST FORM

DATE: 11/8/18

1. TYPE OF GRANT
 NEW GRANT RENEWAL
2. GRANT TITLE: FY 18 Operation Helping Hand
3. GRANT TERM: FROM: 9/1/18 TO: 8/31/19
4. DATE APPLICATION DUE TO GRANTOR: _____
5. CFDA NUMBER: 93.354
6. STATE GRANT NUMBER: OHH-8-2018
7. COUNTY DEPARTMENT: Prosecutor's Office
8. DEPT. CONTRACT PERSON & PHONE NO. Patti Reid X5532
9. NAME OF FUNDING AGENCY: NJ Dept of Law & Public Safety
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): to establish a program in which law enforcement officers play an active role in identifying individuals with substance use disorders and—together with community partners—serve as a point of entry for treatment and/or recovery support services.
11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes
12. INDIRECT COST (IC) RATE %
13. IC CHARGED TO GRANT : \$ _____
14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>58,824.00</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH	\$ _____	_____
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>58,824.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 58,824.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ 58,824.00

TOTAL COUNTY FUNDING (f): \$ 0.00

DEPT. HEAD: Charles Stone
Signature

DATE: 11/9/18

***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.

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

FY AND GRANT NAME FY18 Operation Helping Hand	SUBAWARD AMOUNT
PROJECT TITLE FFY2018 Cooperative Agreement for Emergency Response: Opioid Public Health Crisis Response - Operation Helping Hand	Federal \$ 58,824.00 Match \$ 0.00 Total \$ 58,824.00 Subrecipient Indirect Cost Rate (ICR) N/A
SUBRECIPIENT Gloucester County Prosecutor's Office DUNS NO. 957362247	CFDA NO. 93.354 CFDA AMOUNT \$ 345,000,000.00
FEDERAL AWARD IDENTIFICATION NO. 1 NU9OTP921971-01-00 FEDERAL AWARDOING AGENCY Department of Health and Human Services, Centers for Disease Control and Prevention	FEDERAL AWARD DATE 8/29/2018 FEDERAL AWARD AMOUNT \$ 3,724,100.00 L&PS ICR N/A
STATE ACCOUNT NO. 19-100-066-1000-191	DATE OF AWARD 11/2/2018

In accordance with the provisions of SEC391(A)317(K)OPPHS42U.S.C.SEC241A 247B as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. The subrecipient will run Operation Helping Hand initiatives.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Robert M. Damminer - Director

Typed Name of Official and Title

Date

Date

Division Contact

Subaward Number: OHH-8-2018

Name: Kelly Levy

Subaward Period: 09/01/2018 - 8/31/2019

Title: Deputy Attorney General

Email: levyk@njdcj.org

Subrecipient Fiscal Year Start Date: _____

Phone Number: 609-433-4864

FY18 Emergency Response: Public Health Crisis Response – 2018 Opioid Crisis

Operation Helping Hand

Applicant Information

Official Name of Applicant Agency: County of Gloucester Prosecutor's Office

Type of Agency: State County Municipality Nonprofit

Address: 70 Hunter Street

City/State: Woodbury, NJ Zip Code: 08096 County: Gloucester

Implementing Agency (if different than applicant) _____

Federal ID Number: 21-6000660

Agency DUNS Number : 957362247

Is Applicant Agency registered with the System for Award Management? Yes No
If no, please explain _____

Name of Project: Operation Helping Hand

Name of Project Contact: Thomas Gilbert

Address (if different from above): _____

Telephone Number: 856-384-5530

Email Address: tgilbert@co.gloucester.nj.us

Congressional District: 1st and 2nd

Proposed Project start and end dates: 9/1/18-8/31/19

Name of Chief Financial Officer: Tracey N. Giordano Telephone: 856-853-3322

Name/Title of Authorized Representative: Robert M. Damminger – Freeholder Director

Signature of Authorized Representative: _____

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, Department of Law & Public Safety for the following subaward project:

Emergency Response: Public Health Crisis Response – 2018 Opioid Crisis: Operation Helping Hand Initiative

(Signature of Authorized Official)

(Date)

Robert M. Damminger – Freeholder Director _____
(Print Name and Title)

County of Gloucester
(Name of Unit of Government)

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: County of Gloucester _____

State Vendor Identification Number or EIN: 21-6000660 _____

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 10,084,478 State Amount: \$10,649,352 _____

Applicant/Subrecipient fiscal year end date 12/31 _____

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015,¹ **you must attach** proof of submission² of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey N. Giordano _____

Title: Treasurer/CFO _____

Signature: _____

Date: _____

¹ Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

² See attached directions.



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- SPECIAL FRAMEWORK OPINION :
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- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
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Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	FAC Accepted Date	File Name	Form	Audit	Download
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2017	06/29/2018	15653920171	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2016	06/20/2017	15653920161	Form	Audit	<input checked="" type="checkbox"/>
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		
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	15653920131	Form		
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	15653920121	Form		
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2011	07/06/2012	15653920112	Form		
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2017	09/04/2018	20047920171	Form	Audit	<input checked="" type="checkbox"/>

DEPARTMENT OF LAW & PUBLIC SAFETY DEBARMENT AND SUSPENSION
CERTIFICATION

Applicant/Subrecipient: County of Gloucester

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: Charles A. Fiore

Title: Gloucester County Prosecutor *Charles A Fiore*

Signature: *Charles A Fiore*

Date: 1/19/18



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
FFY18 OPERATION HELPING HAND (OHH) AWARD CONDITIONS

STATE CONDITIONS

1. **Compliance with State Laws and Regulations:** The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (L&PS), Office of the Attorney General (OAG) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
2. **Compliance with Program Guidelines:** The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with L&PS's October 2018 Program Administration and Guidelines for the FFY2018 Cooperative Agreement for Emergency Response: Opioid Public Health Crisis Response – Operation Helping Hand.
3. **Project Delays:** If a project is not operational within sixty (60) days of the original start date of the award period, the Subrecipient must report to OAG by letter the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subrecipient must submit a second letter to OAG explaining the implementation delay. Upon receipt of the 90-day letter, OAG may cancel the project and request the federal agency approval to redistribute the funds to other project areas. Where extenuating circumstances warrant, OAG may also extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
4. **Legal Authority for Application:** The Subrecipient assures that it possesses legal authority to apply for this subaward; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

5. **Availability of Grant Funds:** The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of funds appropriated to L&PS by the State Legislature from state and/or federal revenue streams and other applicable funding sources. In addition, if the Attorney General deems another subrecipient's program a priority, it may affect your funding. A failure of L&PS 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 funds shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS 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 L&PS beyond the duration of the award period set forth in the grant agreement. Additionally, the Subrecipient understands and agrees that, in the event funds from state or federal sources are not continued beyond the current federal grant end date by an approved extension at a level sufficient to maintain the costs of the Subaward, or in the event of a change in federal or state laws relevant to these costs, the obligations of the State of New Jersey shall be terminated immediately upon written notice to the Subrecipient. In no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set forth in the grant agreement.
6. **Anti-Discrimination/Affirmative Action:** The Subrecipient assures that it will comply, and all of its contractors will comply, with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27 (Equal Employment Opportunity and Affirmative Action Rules), applicable provisions of N.J.S.A. 10:5-1, et seq. (Law Against Discrimination), as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
7. **Performance Period:** The Subrecipient agrees that the work will be performed within the subaward period.
8. **Timekeeping Systems:** Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
9. **No State Employee Status:** The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited

to, defense and indemnification for liability claims, workers compensation or unemployment.

10. **Indemnification by Non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for, and shall defend, indemnify, 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 Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient'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 Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.
11. **Release by State Agencies:** At its own expense, the Subrecipient shall be solely responsible for its defense against, and hereby releases L&PS from liability for, any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.
12. **Financial Management:** The Subrecipient agrees to give L&PS and HHS through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain an accurate and complete disclosure of financial results for each subgrant in the Detailed Cost Statements, create procedures to determine allowable costs, and provide source documentation for financial records.

L&PS reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.

The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.

Payments will be made to the Subrecipient in the manner determined by the L&PS and after receipt by L&PS of a properly executed copy of this grant.

13. **Accounting Records:** The Subrecipient agrees to enter, maintain, and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Subrecipient shall disburse grant funds in accordance with the provisions of the subaward throughout the project period and in accordance with conditions L&PS may require.
14. **Program Income:** Program income is defined as gross income earned by the Subrecipient from grant-supported activities. The Subrecipient must comply with State Circular 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307. Unless the grant provides otherwise, the Subrecipient shall have no obligation to L&PS with respect to royalties received as a result of copyrights or patents produced under the grant. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.
15. **Advances of State Grants:** If applicable, the Subrecipient agrees that it will deposit advances of state grants in interest bearing accounts.
16. **Fund Recovery:** L&PS reserves the right to deny reimbursement of, or recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
17. **Data and Reporting Requirements:** The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, then L&PS may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.
18. **Records Retention:** Unless otherwise directed by LP&S or state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
19. **Subrecipient Official File:** Subrecipients are required to maintain a master file for grant documents. The following documents must be available for on-site review by OAG program monitors and auditors:

1. Copy of approved award package for the grant including: grant contract; Applicant Information Form; Program Narrative; Application Authorization; General and Special Conditions; copy of award letter; the Resolution; copy of deliverables; and related written approvals from OAG.
 2. Copies of all Requests for Reimbursements.
 3. Banking Information, including cash verification, receipts documentation, check register, canceled checks, and bank statements (if applicable).
20. **Compliance with Performance Goals:** The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- a. The Subrecipient shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
 - ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
 - b. L&PS may, at its discretion, make site visits to:
 - i. Review program accomplishments and management control systems.
 - ii. Provide such technical assistance as may be required.
 - iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - iv. Ensure compliance with all pertinent civil rights laws and regulations.

21. Budget Revisions/Grant Extensions: The Subrecipient agrees to report any Budget Revisions or Grant Extensions as follows:

- a. Deviations in excess of one (1) percent from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form (GARF). Subrecipient should be aware that approved budget revisions may result in the imposition of additional special conditions.
- b. L&PS may request changes in the scope of services of the Subrecipient to be performed under this agreement. Such changes, which are mutually agreed upon by and between L&PS and the Subrecipient, must be incorporated in written amendments to this grant.
- c. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum that more fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding and receipt of the funds by the Subrecipient, the reduced amount will be remitted to L&PS.
- d. If the revision requested will result in a change to the Subrecipient's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subrecipient's request.

22. Failure to Comply with Award Conditions: If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute, regulation, assurance, general condition, special condition, state plan/application, notice of award, or elsewhere, the Subrecipient agrees that L&PS may take one or more of the following actions, as appropriate:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Subrecipient's program.

- d. Withhold further awards for the program.
- e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- f. Take other remedies that may be legally available.

In taking an enforcement action, L&PS may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

- 23. **Grant Termination:** When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; decide to terminate the grant in accordance with the terms herein. L&PS shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
- 24. **L&PS Termination of the Grant:** The Subrecipient agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. L&PS shall notify the Subrecipient in writing of the determination and the reasons for the termination together with an effective date. Payments made to the Subrecipient or recoveries by L&PS under the grant terminated for cause shall be in accordance with the legal right and liability of the parties. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, L&PS will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from L&PS.
- 25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, L&PS shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. **Mutual Termination of the Grant:** L&PS and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
27. **Subcontractors and Assignments:** The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of OAG. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG. The Subrecipient may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
28. **Contracts with Subcontractors/Vendors:** The Subrecipient shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. OAG reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subaward funds. The Subrecipient agrees to ensure that all subaward conditions are included in any contract made under this subaward including, but not limited to:
- a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for the field of service. All rates must be pre-approved by OAG.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid) with appropriate monitoring, oversight, and authority.
 4. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by OAG.
29. **Public Works Contractor Registration:** The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with L&PS and comply with all other terms required by the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.).
30. **Purchase of Services by State Agencies:** For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A.

52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

31. **Purchases:** The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
32. **Entertainment, Meals, and Refreshments:** The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, State Circular 11-09-OMB when using subaward funds to purchase food, beverages, and refreshments for project activities.
33. **Travel/Training:** Subrecipient agrees to submit a written request to L&PS and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
34. **Work Product Publication:** The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.
35. **Bonding and Insurance:** Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.
36. **Property:** The Subrecipient agrees that property furnished by L&PS, acquired in whole or in part with federal or L&PS funds, or whose cost was charged to a project supported by federal or L&PS funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
37. **Overtime:** The Subrecipient agrees that overtime expenses must be directly related to pre-approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement report. The Detailed Cost Statement should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

38. **Insurance Costs:** The Subrecipient agrees to ensure that all insurance requirements are consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subaward.
39. **Corruption of Public Resources Act:** The Subrecipient understands and agrees that, in compliance with N.J.S.A. 2C:27-12, prohibiting corruption of public resources, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years and a fine of up to \$500,000, pursuant to N.J.S.A. 2C:30-8 (Public Corruption Profiteering Penalty Act). Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey's False Claims Act.
40. **High Risk Subrecipients:** In addition to the federal regulations governing risk status evaluations, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subrecipient:
 - i. Has a history of unsatisfactory performance;
 - ii. Is not financially stable;
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, State Circular 07-05-OMB;
 - iv. Has not conformed to terms and conditions of previous awards; or
 - v. Is otherwise not responsible; and L&PS 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.
 - b. If a Subrecipient is considered "High Risk," then L&PS may impose additional Specific Conditions or restrictions on the Subrecipient at any time including one or more of the following:
 - i. Payment on a reimbursement basis;
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - iii. Requiring additional, more detailed financial reports;

- iv. Additional project monitoring;
 - v. Requiring the Subrecipient to obtain technical or management assistance;
or
 - vi. Establishing additional prior approvals.
- c. If L&PS decides to impose such Specific Conditions, L&PS will notify the Subrecipient as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions;
 - ii. The reason(s) for imposing the Specific Conditions;
 - iii. The corrective actions that must be taken before the Specific Conditions will be removed by L&PS and the time allowed for completing the corrective actions; and
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

41. **Closeout Procedures:** The Subrecipient shall submit final expenditure and performance reports as prescribed by L&PS and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant. L&PS may permit extensions when requested in writing by the Subrecipient. The Subrecipient will, together with the submission of the final report, refund to L&PS any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by L&PS to be retained. L&PS reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

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FEDERAL CONDITIONS

42. **Non-Supplanting Requirement:** The Subrecipient agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
43. **Compliance with Program Guidelines:** The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Centers for Disease Control and Prevention (CDC) General Terms and Conditions for non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>.
44. **Compliance with Federal Laws:** The Subrecipient agrees to comply with all requirements imposed by the U.S. Department of Health and Human Services (HHS) concerning all federal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, and regulations will be grounds for termination of this subaward and recoupment of monies provided pursuant to the subaward. The Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering this subaward in accordance with the laws, rules, and regulations governing grants and cooperative agreements, and these Federal Conditions. The administration of this subaward will be based on the following non-exhaustive list of Federal statutory and regulatory requirements:
- a. HHS Grants Policy Statement, 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
 - c. 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. <https://www.ecfr.gov/cgi-bin/textidx?node=pt45.1.75&rgn=div5>.
 - d. Notice of Funding Opportunity number TP18-1802, entitled Cooperative Agreement for Emergency Response; Public Health Crisis Response – 2018 Opioid Crisis Cooperative Agreement, and application dated December 8, 2017, as may be amended.

- e. No term or condition of this award is intended to require the Subrecipient to violate any applicable State, Territorial or Tribal law.
 - f. Failure to comply with these requirements may result in suspension or termination of the subaward and the recovery of funds.
45. **Federal Funding Accountability and Transparency Act of 2006:** The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA).
46. **Trafficking In Persons:** Awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). <https://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE&searchPath=Title+22%2FCHAPTER+78&oldPath=Title+22&isCollapsed=true&selectedYearFrom=2000&ycord=3240>.
47. **Lobbying Restrictions (Div. H, Title V, Sec. 503):** 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.

48. **Cap on Salaries (Division H, Title II, General Provisions, Sec. 202):** None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
49. **Gun Control Prohibition (Div. H, Title II, Sec. 210):** None of the funds made available in this title shall be used, in whole or in part, to advocate or promote gun control.
50. **Needle Exchange (Div. H, Title V, Sec. 520):** None of the funds made available in this title shall be used, in whole or in part, to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
51. **Blocking access to pornography (Div. H, Title V, Sec. 521):** (a) None of the funds made available in this title shall be used, in whole or in part, to maintain or establish a computer network, unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
52. **Data Management Plan:** CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additionalrequirements/ar-25.html>.
53. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be

sent in writing to the CDC, the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Corey D. Taylor, Grants Management Specialist
Centers for Disease Control and Prevention
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2960 Brandywine Road
Atlanta, Georgia 30341
E-mail: WVE3@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

U.S. Department of Health and Human Services
Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

54. **Requirements related to System for Award Management (SAM) and Unique Entity identifiers:** The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://uscontractorregistration.com/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
55. **Disclaimer for Conference/Meeting/Seminar Materials:** If a conference, meeting, or seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the Subrecipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of L&PS or the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

56. Logo Use for Conference and Other Materials: Neither the logos of L&PS, the Department of Health and Human Services, nor the CDC, may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the Subrecipient without the express, written consent of CDC. The Program Official/Project Officer identified in the Notice of Application for Funding can assist with facilitating such a request. It is the responsibility of the Subrecipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the Subrecipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Subrecipient without a license agreement setting forth the terms and conditions of use.

57. Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy. The Subrecipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

58. Unallowable Costs: The Subrecipient understands and agrees that no funds under this grant may be used or allocated for:

- a. Research;
- b. Purchase of naloxone;
- c. Purchase of syringes;
- d. Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity;
- e. Clinical care (except as allowed by law); or

f. Publicity and propaganda (lobbying).

59. **Non-Discrimination Requirements:** The Subrecipient agrees to comply, and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; 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; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

Exception: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

60. **Retaliatory Actions:** The Subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced herein.
61. **Whistleblower laws:** All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

62. **Financial Management and Internal Controls:** The Subrecipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.
63. **Procurements:** Pursuant to 2 C.F.R. § 1201.317, Subrecipients are to follow the procurement requirements at 2 C.F.R. § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.
64. **Debarments and Suspensions:** Subrecipients and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey. Subrecipients are also expected to comply with state Executive Order No. 34 (March 17, 1976), and State Circular letter OMB 93-13-GSA regarding debarments, suspensions & disqualifications. The State Department of Treasury has an online, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: <http://www.state.nj.us/treasury/revenue/debarment/index.shtml>. In the performance of any grant, Subrecipients cannot conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
65. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
66. **Specific Conditions:** The Subrecipient agrees that additional specific award conditions may be imposed, as needed, in accordance with 2 C.F.R. §§ 200.207 and 200.331(c).
67. **Labor and Wage Requirements:** The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
68. **Record Retention and Access to Records:** The Subrecipient must comply with 2 C.F.R. § 200.333 Retention requirements for records and 2 C.F.R. § 200.336 Access to records. In any conflict concerning the length of retention for documents, the longer period shall prevail. See State Records Retention provision, above.

69. **Drug-Free Workplace:** Subrecipient 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 28 CFR Part 83.
70. **Procurement:** Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements and agrees to conduct every procurement transaction in an open, free, and fair competition pursuant to 2 CFR Part 200, Subpart D, Subtitle 3, Procurement Standards (2 CFR Part 200.317 et seq.). Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

SIGNATURE PAGE FOLLOWS

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
FFY18 OHH AWARD CONDITIONS

CERTIFICATION

I certify that the program(s) proposed in the Subrecipient's application and this Subaward meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General OHH Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with these conditions, the provisions of the federal grant program, and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester
Subrecipient

OHH-8-2018
Subaward #

Signature of Authorized Official

Freeholder Director
Title

Robert M. Damminger
Printed Name of Authorized Official

Date

**DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

- The name of the Subrecipient's Unit of Government/Non-Profit Organization;
- The name of the Federal Grant Program;
- The Subaward number;
- The Subaward period;
- The total amount of the award which must **include and specifically identify** the Federal amount and any required in-kind or cash match (if applicable, also identify any required local match);
- Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and
- Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



RESOLUTION APPROVING THE FIVE-YEAR CAPITAL PLAN SUBMITTED BY THE GLOUCESTER COUNTY SHERIFF IN ACCORDANCE WITH P. L. 2001, CHAPTER 370

WHEREAS, as a County Constitutional Officer, the Gloucester County Sheriff is required by the provisions of the Laws of 2001, Chapter 370 to develop, prepare and submit a five-year Capital Plan regarding the use of "Document Trust Fund Monies", to be approved by the Gloucester County Board of Chosen Freeholders; and

WHEREAS the Office of the Gloucester County Sheriff, as a Constitutional Office, is charged with law enforcement responsibilities, processing and administration of foreclosures, service and execution of court process, and execution and satisfaction of liens and judgments; and

WHEREAS, the Five-Year Capital Plan covers the use of statutorily mandated fees which are paid for enumerated services and functions of the Sheriff's Office including processing, filing or recording of various documents; and

WHEREAS, the surcharges collected are in addition to increased fees and revenues paid to the County under the above law, and said revenues are to be expended solely for improving and modernizing the recording and other functions of the Sheriff's Office; and

WHEREAS, it is projected that the total fees collected will be approximately \$105,000.00 over the five-year period as follows: \$19,000.00 for 2019; \$20,000.00 for 2020; \$21,000.00 for 2021; \$22,000.00 for 2022; and, \$23,000.00 for 2023; and

WHEREAS, the Sheriff has reviewed these collections and projections with the County Finance Officer who has concurred with these amounts and projections; and

WHEREAS, after conducting reviews, assessments, inspections and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Sheriff's Sales Unit to increase efficiency and modernize the office by doing so.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Five-Year Plan of the Gloucester County Sheriff for the purposes set forth hereinabove for the years 2019 through 2023 in the projected amount of \$105,000.00, is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Gloucester County Sheriff Five Year Plan

The office of the *Gloucester County Sheriff, as a Constitutional Office, is responsible for law enforcement responsibilities, the processing and administration of foreclosures, service and execution of court process and the execution and satisfaction of liens and judgments.*

As a County Constitutional Officer, I am charged under the provisions of the Laws of 2001, Chapter 370 to develop, prepare, and submit a five-year plan for the use of the Document Trust Fund Monies to the County Board of Chosen Freeholders.

The plan is for five years and is to cover the use of the funds, and the interest, for new capital expenditures for the modernization and improvement of the functioning of the Constitutional Office.

These fees are surcharges mandated by the Legislature, paid for the processing, filing or recording of various documents in the office. The revenues are to be expended solely for improving and modernizing the recording and other functions of this Office. These surcharges collected are in addition to the increased fees and revenues paid to the County under the above law.

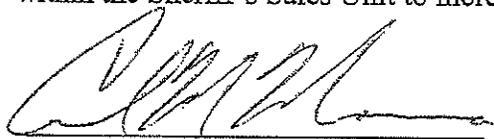
The approximate fees will be as follows:

- 2019 \$ 19,000.00
- 2020 \$ 20,000.00
- 2021 \$ 21,000.00
- 2022 \$ 22,000.00
- 2023 \$ 23,000.00

It is thus projected that over the five year period of expenditure, the collected fees for the trust fund with interest will be \$105,000.00

I have reviewed these collections and projections with the County Finance Officer, who has concurred in these amounts and projections.

After conducting reviews, assessments, inspections and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Sheriff's Sales Unit to increase efficiency and modernize the office by doing so.



Carmel M. Morina, Sheriff

11/1/18
Date

Gloucester County, New Jersey

C: Robert M. Damminger, Freeholder Director

* These figures are estimated without the benefit of a long history of collection. We have estimated the amount to be collected this year and added to the equation the expected growth of population in Gloucester County.

RESOLUTION AUTHORIZING A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$550,000.00 PER YEAR

WHEREAS, the County of Gloucester has a need for the furnishing of meals for the elderly under the County Nutrition Program as per PD-018-060; and

WHEREAS, after due notice and advertisement, the County received sealed bids which were publicly received and opened on October 4, 2018; and

WHEREAS, after following proper bidding procedure, it was determined that Auletto Enterprises, Inc. t/a Auletto Caterers of 1849 Cooper Street, Almonesson, New Jersey, 08096, was the lowest responsive and responsible bidder to provide said goods and services as set forth in the specifications; and

WHEREAS, the contract term shall be from January 1, 2019 to December 31, 2019 in an amount not to exceed \$550,000.00 for each contract year, with the County having the option to extend this contract for one (1) two-year period, or two (2) one-year periods; and

WHEREAS, the contract is open ended, 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 the contract beyond December 2019 is conditioned upon approval of the 2020 and 2021 final County budgets.

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, a Contract with Auletto Caterers for the furnishing of meals for the elderly as per PD-018-060, in an amount not to exceed \$550,000.00 per contract year from January 1, 2019 to December 31, 2019, with the County having the option to extend the contract for one (1) two-year period, or two (2) one-year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 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
AULETTO ENTERPRISES, INC. t/a
AULETTO CATERERS**

THIS CONTRACT is made effective the 1st day of **January, 2019**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 (hereinafter "**County**"), and **AULETTO CATERERS**, with an address of 1849 Cooper Street, Almonesson, NJ 08096, (hereinafter "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County to contract for the furnishing of meals for the elderly under the County Nutrition Program, and other unspecified projects as per bid specifications **PD-018-060**; and

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

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 Contact.

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from January 1, 2019 to December 31, 2019, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION**. Contract shall be for estimated units of service for an amount not to exceed \$550,000.00 per contract year, as per prices set forth in Contractor's bid response on October 4, 2018 to PD-018-064, as follows:

Individual Cost Per Meal
 2019 Individual/Pre-Packaged Serv-A-Tray Meals @ \$4.50 per meal
 2019 Remaining Congregate Bulk @ \$3.64 per meal
 Daily Brown Bag Lunch @ \$3.64 per meal

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all items delivered during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered and/or furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific product to be provided or services rendered by the Vendor are set forth in bid specifications identified as **PD-018-060** and Vendor's bid response dated October 4, 2018, which are incorporated herein by reference in their entirety and made a part of this Contract.

Vendor agrees to comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements found in **PD-018-060**.

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

a. The Vendor 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. 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. 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.

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

c. The Vendor 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.

d. The Vendor 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.

e. The Vendor agrees to make good faith efforts to meet targeted county employment

goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor

subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor 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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract, the Specifications

identified as **PD-018-060**, and Vendor's bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this **1st** day of **January, 2019**.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**AULETTO ENTERPRISES, INC.
T/A AULETTO CATERERS**

By: JAMES AULETTO (print name)
Title: President

**RESOLUTION AMENDING A CONTRACT WITH JOHN A. ALICE, ESQUIRE
TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED 15,000.00**

WHEREAS, the County has a need for specialized legal services on behalf of the Division of Social Services, and requested proposals via RFP-18-036 from interested providers, and thereafter, evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4, a contract was awarded by the County Purchasing Agent to John A. Alice, Esquire at the rate of \$150.00 per hour, for a total amount not to exceed \$17,000.00 from September 1, 2018 to December 31, 2018; and

WHEREAS, due to additional professional legal services required by the County Division of Social Services, an amendment is necessary to increase the contract in an amount not to exceed \$15,000.00, resulting in a new contract amount not to exceed \$32,000.00; and

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

WHEREAS, all other terms and provisions of the original contract which are not inconsistent with this amendment 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 and directed to execute and the Clerk of the Board is authorized to attest to, an amendment to the contract with John A. Alice, Esquire to increase the contract in an amount not to exceed \$15,000.00, for a new total contract amount not to exceed \$32,000.00 from September 1, 2018 to December 31, 2018; 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 County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2018 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
JOHN A. ALICE, ESQUIRE**

THIS is an amendment to a contract which was entered into on the 1st day of **September, 2018**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **JOHN A. ALICE, ESQUIRE**, with an address of 28 Cooper Street, Woodbury, NJ 08096, hereinafter referred to as "**Attorney**".

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Attorney in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

This Amendment shall increase the Contract in an amount not to exceed \$15,000.00 through December 31, 2018, for a total contract amount not to exceed \$32,000.00, for the provision of professional legal services on behalf of the County Division of Social Services, as set forth in RFP #18-036.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of **November, 2018**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

JOHN A. ALICE, ESQUIRE
