

**AGENDA**

6:30 p.m. Wednesday, December 19, 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 December 5, 2018.

**PROCLAMATIONS**

P-1 Proclamation in recognition of Gloucester County Certified Gardeners 2018 Presidential Volunteer Service Award, Gold - 1,000+ hours. (DiMarco) (to be presented)

P-2 Proclamation recognizing Austin Leconey ‘The Backpack Buddy’ for his kindness and commitment to the Gloucester County Community. (Jefferson) (to be presented)

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS’ COMPENSATION CLAIMS CAPTIONED CASSEL ELLIS v. GLOUCESTER COUNTY AND WILLIAM BREWER v. GLOUCESTER COUNTY**

The general nature of the subject to be discussed at the closed meeting of December 19, 2018, shall be the possible settlement of the workers’ compensation claim captioned Cassel Ellis v. Gloucester County, C.P. Nos. 2011-13694 and 2012-2389, and William Brewer v. Gloucester County, C.P. No. 2010-6744.

**A-2 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 4, 2019 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.**

N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by Resolution.

**A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- CHILD PASSENGER SAFETY SEAT PROGRAM - \$20,000.00 - These funds will be used to supplement the GC Sheriff’s Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.
- DUI CHECKPOINT AND SATURATION PATROL - \$130,000.00 - This grant provides funding to conduct various DUI sobriety checkpoints and saturation patrols throughout Gloucester County. Selected municipalities are reimbursed officer overtime allowing for sobriety checkpoints and patrols. The objective of this grant is to reduce the percentage of impaired driving related fatal crashes, reduce injuries and property damage.
- ELECTRONIC CRIMES TASK FORCE - \$15,000.00 - These funds will be used for computer hardware/software, software licenses, computer forensic workstations and other equipment and supplies needed for this unit.
- ROWAN UNIVERSITY US ROUTE 322 BYPASS STUDY - \$1,000,000.00 - These funds will be used to pay for contractor expenses in relation to the Rowan University US Route 322 bypass study.
- JOB ACCESS AND REVERSE COMMUTE (JARC) SFY19 ROUND 5 - \$110,000.00 This grant provides modified fixed route bus services, subscription type and demand responsive transportation services to job training, sheltered workshops and gainful employment sites for eligible Gloucester County residents.

**A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 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-5 RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES FOR 2019.**

This Resolution will authorize modification of various fees charged by the County for programs and services for the year 2019 for the departments of the Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services.

**A-6 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MANTUA FOR FLEET SERVICES.**

This Resolution will authorize a Shared Services Agreement with the Township of Mantua whereby the County will provide fleet maintenance and repair services. The County will be fully reimbursed for all fluids, supplies, and parts utilized to repair and maintain Township vehicles.

**A-7 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2018 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.**

This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 ceq.311 et s. ("the Act"). The Act was approved on January 14, 2008 and provides entitlement funds to Counties in the State of New Jersey to prepare, revise and implement comprehensive Solid Waste Management and Recycling Plans. The 2018 Recycling Enhancement Act Tax Entitlement for Gloucester County is \$243,644.00.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT 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 with the County, which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services. The Westville Fire District #1 is transferring ownership of a 2008 Ford Horton Ambulance, VIN # 1FDXE45P18DB56514, in the amount of \$1.00, to the County for use related to Emergency Medical Services Regionalization for the Borough of Westville.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR \$498,398.92.**

This Resolution will authorize a contract with Stantec Consulting Services, Inc. for professional engineering design services regarding construction of the Rowan University Fossil Park entrance road, extension of CR 676 in the Township of Mantua as per RFP-018-045, known as Engineering Project #16-14, from December 19, 2018 until the completion of the project for \$498,398.92. CAF #18-10971 was obtained to certify funds.

**C-2 RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2018 TO DECEMBER 6, 2019 IN AN AMOUNT NOT TO EXCEED \$80,000.00.**

This Resolution will authorize the purchase of tires and related items, as well as maintenance and repair services for County vehicles, including police vehicles, passenger vehicles, light, medium and heavy duty trucks, buses and industrial equipment on an as-needed basis from Cumberland Tire Center, Inc., and the Firestone Store through State Contract numbers A82527 and A82528 from December 7, 2018 to December 6, 2019 in an amount not to exceed \$80,000.00.

**C-3 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL FREIGHT IMPACT FUND FOR THE ROUTE 44 TRUCK BYPASS AND DUPONT PORT-00038 PROJECT.**

This Resolution authorizes and approves the electronic grant application and resulting Agreement between the County and the NJDOT relative to the Local Freight Impact Fund ("LFIF") Grant Program, for funding to be used for the LFIF-2019 Rt. 44 Truck Bypass and DuPont Port-00038 project, known as Engineering Project #17-26.

**C-4 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL AID INFRASTRUCTURE FUND FOR THE ROWAN UNIVERSITY FOSSIL PARK ENTRANCE ROAD INTERSECTION IMPROVEMENT AT WOODBURY GLASSBORO ROAD (CR553) PROJECT.**

This Resolution authorizes and approves an electronic grant application and resulting Agreement between the County and the NJDOT relative to the Local Aid Infrastructure Fund ("LAIF") Grant Program, for funding to be used for the LAIF-2019 Rowan University Fossil Park Entrance Road Intersection Improvement at Woodbury Glassboro Road (CR553) project, known as Engineering Project #16-14.

**C-5 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.**

This Resolution will authorize an amendment with Remington & Vernick Engineers to extend the contract term to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), regarding reconstruction of County Bridge 5-B-5 on Oldmans Creek Road in Woolwich Township, as set forth in RFP-17-029 (known as Engineering Project #17-15), and to increase the contract amount by \$7,000.00 for services needed to complete the Project, resulting in a new contract amount of \$93,775.00. CAF #17-10645 was obtained to certify funds.

**C-6 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH IH ENGINEERS, P.C.**

This Resolution will authorize an amendment with IH Engineers, P.C. to extend the contract term to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), regarding construction management and inspection services for the Local Bridge Rehabilitation project as set forth in RFP-17-025 (known as Engineering Project #16-06), and to increase the contract amount by \$8,432.64 for services needed to complete the Project, resulting in a new contract amount of \$135,087.18. CAF #17-07654 was obtained to certify funds.

**C-7 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY.**

Resolution authorizing an Amendment to a Shared Services Agreement with Rowan College at Gloucester County from July 1, 2017 to June 30, 2027. The Workforce Development Board seeks to expand the services provided in the Shared Services Agreement to include computer literacy training, educational assessments, life skills and job search assistance to qualified residents of the County. Funding levels will remain the same, only the services will expand.

**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 TO ACCEPT FUNDING FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR \$15,000.00.**

This Resolution will accept funding in the amount of \$15,000.00 for use by the Gloucester County Prosecutor's Office High Tech Crimes Unit from the United States Secret Service. These funds can be used for electronic crimes equipment and supplies including computer hardware/software, software licenses, computer forensic workstations, and other equipment and supplies needed for this Unit or other law enforcement purposes. This Unit retrieves evidence from computers, cell phones and other electronic equipment to assist in the prosecution of suspects.

**F-2 RESOLUTION ACCEPTING FUNDS REGARDING THE FFY17 STOP VIOLENCE AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$41,450.00 WITH A REQUIRED MINIMUM 25% IN-KIND MATCH, FOR GRANT PERIOD JUNE 1, 2018 TO MAY 31, 2019.**

This Resolution will accept funds awarded pursuant to the FFY17 STOP Violence Against Women Act (VAWA) Grant in the amount of \$41,450.00, with a required minimum 25% in-kind match, which will be used to develop and implement effective law enforcement and prosecution strategies, and enhanced victim services to combat violence against women, for the project allocation period June 1, 2018 to May 31, 2019. The County Prosecutor's Office shall be responsible for grant implementation.

**F-3 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS WITH CAMDEN BAG & PAPER CO., LLC, W.B. MASON COMPANY, INC., AND GENERAL CHEMICAL & SUPPLY, INC. FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR PER YEAR.**

This Resolution authorizes split Contracts with named Vendors for the supply and delivery of janitorial supplies per the specifications in PD-18-067 from December 19, 2018 to December 18, 2020, in an amount not to exceed \$40,000.00 per vendor, per year for a combined annual total not to exceed \$120,000.00.

**F-4 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS WITH COOPER ELECTRIC SUPPLY CO., INC., IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR; GRAYBAR ELECTRIC CO. INC. AND BILLOWS ELECTRIC SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR, PER VENDOR FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020.**

This Resolution authorizes award of split contracts with Cooper Electric Supply Co., Inc., in an amount not to exceed \$50,000.00 per year, Billows Electric Supply Co., Inc., in an amount not to exceed \$30,000.00 per year, and Graybar Electric Co., Inc., in an amount not to exceed \$30,000.00 per year, for the supply and delivery of various electrical parts and supplies specified in PD-18-068, and as identified within each Vendor Contract from December 19, 2018 to December 18, 2020.

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NEW JERSEY DIVISION OF DISABILITY SERVICES FOR THE 2019 TITLE XX GRANT IN THE AMOUNT OF \$60,733.00, WITH AN IN KIND MATCH OF \$5,384.00, TOTALING \$66,117.00.**

This Resolution authorizes a Grant Agreement with the NJ Division of Disability Services to receive 2019 Title XX funds, in the amount of \$60,733.00, with a local in-kind match of \$5,384.00. The total program budget is \$66,117.00. The Gloucester County Division of Transportation Services uses these funds to transport low-income residents to nonemergency medical appointments and developmentally disabled adults to vocational training sites.

**G-2 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$513,000.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.**

This resolution authorizes the 2019 Agreement for the Personal Assistance Services Program (PASP) Grant, to continue providing personal assistance to eligible residents between the ages of 18 and 70 who have permanent physical disabilities. Recipients of Personal Assistance Services Program (PASP) services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions. The grant is for a total amount of \$513,000.00 with the term of January 1, 2019 to December 31, 2019, and will be allocated as follows:

•	<b>80% Direct Services with CAU</b>	<b>\$ 415,530.00</b>
•	<b>10% Administrative Fee to the County</b>	<b>\$ 51,300.00</b>
•	<b>10% Administrative Fee to the CAU</b>	<b>\$ 46,170.00</b>
	<b>Total</b>	<b>\$ 513,000.00</b>

**G-3 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2019 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, IN THE AMOUNT OF \$567,019.00 WITH A CASH MATCH OF \$82,775.00 TOTALING \$649,794.00.**

Resolution authorizing the 2019 Comprehensive Alcohol and Drug Abuse Services Grant Application in the amount of \$649,794.00 to the New Jersey Department of Human Services/ Division of Mental Health and Addiction Services. This grant provides for prevention/education, intervention, residential detoxification, residential treatment, outpatient treatment, halfway house continuing care, doctor's visits' costs for medication assisted recovery and other recovery support services through subcontracts with provider agencies.

**G-4 RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH TRI-COUNTY COMMUNITY ACTION AGENCY, INC. n/k/a GATEWAY COMMUNITY ACTION PARTNERSHIP.**

The County originally awarded a contract, per RFP #018-010, to Tri-County Community Action Agency Inc. n/k/a Gateway Community Action Partnership on February 21, 2018, to provide emergency sheltering services. The County must terminate the contract with Tri-County Community Action Agency Inc., as the County did not receive confirmation of approval from the NJ Division of Family Development for the Contractor's facility.

**G-5 RESOLUTION AUTHORIZING A CONTRACT WITH THE ABILITIES CENTER OF SOUTHERN NJ, INC. d/b/a ABILITIES SOLUTIONS FROM JANUARY 1, 2019 TO DECEMBER 31, 2021, IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.**

This Resolution authorizes a Contract with The Abilities Center of Southern NJ, Inc. d/b/a Abilities Solutions, for the provision of employment opportunities and assessment services to Gloucester County residents with disabilities, mental illness and other disadvantages as per RFP# 19-013, from January 1, 2019 to December 31, 2021 for an amount not to exceed \$25,000.00 per year, with the option to extend the contract for two (2) one-year extensions.

**G-6 RESOLUTION AUTHORIZING CONTRACTS WITH GLASSBORO CHILD DEVELOPMENT CENTERS, INC., IN AN AMOUNT NOT TO EXCEED \$24,991.00 AND REPAUNO PRESCHOOL DAYCARE, INC., IN AN AMOUNT NOT TO EXCEED \$14,891.00.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.**

This Resolution authorizes contracts with Glassboro Child Development Centers, Inc., in an amount not to exceed \$24,991.00 per year, and Repauno Preschool Daycare, Inc., in an amount not to exceed \$14,891.00 per year, for the provision of daycare services for children residing in low/moderate income households as per RFP# 19-011, from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one year extensions.

**G-7 RESOLUTION AUTHORIZING A CONTRACT WITH NEW POINT BEHAVIORAL HEALTH CARE INC., IN A TOTAL AMOUNT NOT TO EXCEED \$213,500.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.**

This Resolution authorizes a contract with New Point Behavioral Health Care Inc., as per RFP# 019-016, for the provision of: (1) case management services, in an amount not to exceed \$28,500.00 per year; (2) psychiatric emergency screening services, in an amount not to exceed \$45,000.00 per year; and (3) for outpatient services, in an amount not to exceed \$140,000.00 per year from January 1, 2019 to December 31, 2021 with an option to extend the contract for two (2) one (1) year terms.

**G-8 RESOLUTION AUTHORIZING TWO CONTRACTS WITH THE ARC GLOUCESTER FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.**

This Resolution will authorize contracts with The ARC Gloucester for: (1) family intervention and related services as per RFP-019-012, in an amount not to exceed \$22,000.00 per contract year; and, (2) for assistance to County residents enrolled in New Jersey's "Real Life Choices" initiative as per RFP-019-014, in an amount not to exceed \$15,000.00 per contract year. The term of each contract is from January 1, 2019 to December 31, 2021.

**G-9 RESOLUTION AUTHORIZING TWO CONTRACTS WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.**

This Resolution will authorize contracts with Center for Family Services for: (1) emergency shelter for juveniles in family crisis as per RFP-019-010, in an amount not to exceed \$90,734.00 per contract year, and; (2) family supportive counseling for eligible family court and DCF involved youth as per RFP-019-015, in an amount not to exceed \$82,460.00 per contract year. The term of each contract is from January 1, 2019 to December 31, 2021 with the County reserving options for extensions.

**G-10 RESOLUTION AUTHORIZING AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE EXTENSION OF HEALTH OFFICER SERVICES.**

This Resolution authorizes an extension to the Shared Services Agreement expiring December 31, 2018 with Salem County for shared Health Officer services, through March 31, 2019. The Department of Health is agreeable to a one-time only extension of such services. All other terms and conditions of the original Agreement will remain in full force and effect.

December 19, 2018

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Old Business

New Business

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

Adjournment

**MINUTES**

6:30 p.m. Wednesday, December 5, 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—**Agenda Item E-1 RESOLUTION AUTHORIZING A LEASE AND CONTRACT WITH GOLF CAR SPECIALTIES, LLC FROM DECEMBER 19, 2018 TO DECEMBER 18, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER CONTRACT YEAR** has been pulled from the Agenda this evening.

Approval of the regular meeting minutes from November 20, 2018.

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

Comments: N/A

**PROCLAMATIONS**

51514 Proclamation in honor of Kenneth P. Atkinson, upon his retirement as Director of the Gloucester County Office of Land Preservation (DiMarco) (to be presented).

51515 Certifications recognizing Boy Scout Troop 151 of Woodbury Heights for honoring interred veterans at the Gloucester County Veterans Memorial Cemetery during a vigil held on November 10, 2018. (Chila) (to be presented).

51516 Proclamation celebrating the Grand Opening and Ribbon Cutting of Camp Salute (Simmons) (previously presented).

51517 Proclamation recognizing Eloise (Ellie) Eith, State President, Ladies Auxiliary, Department of NJ Veterans of Foreign Wars (Chila) (previously presented)

51518 Proclamation in honor and recognition Mullica Hill Post Office, Dedication Ceremony of their post office after Fallen Hero Second Lieutenant James C. "Billy" Johnson (Chila) (previously presented).

51519 Proclamation in Recognition of Blake Tambone for earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America. (Chila) (previously presented)

51520 Proclamation in Recognition of Cole Tambone for earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America. (Chila) (previously presented)

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

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

Comments: N/A

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

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**51521 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**51522 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, IN THE TOTAL AMOUNT OF \$19,072.80.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**51523 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 2018-DT-BLA-FEP-437 WITH NJ DEPARTMENT OF TRANSPORTATION FOR THE COUNTY MULTI-PURPOSE TRAIL, SECTION 2 IN THE BOROUGH OF GLASSBORO AND TOWNSHIP OF ELK.**

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

Comments: N/A

**51524 RESOLUTION AUTHORIZING A CONTRACT WITH ALIANO BROTHERS GENERAL CONTRACTORS, INC. FOR THE CONCRETE STEP REPLACEMENT PROJECT AT REDBANK BATTLEFIELD PARK FOR \$221,650.00.**

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER DIMARCO  
FREEHOLDER CHILA

RESOLUTION AUTHORIZING A LEASE AND CONTRACT WITH GOLF CAR SPECIALTIES, LLC FROM DECEMBER 19, 2018 TO DECEMBER 18, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER CONTRACT YEAR.

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

**PULLED**

Comments: N/A

DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES

FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

51525 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR THE 2019 YOUTH INCENTIVE PROGRAM GRANT TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR \$38,442.00.

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

Comments: N/A

51526 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2019 SOCIAL SERVICES HOMELESS GRANT FOR A TOTAL AMOUNT OF \$402,079.00.

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

Comments: N/A

51527 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2019 HUMAN SERVICES PLANNING GRANT IN THE AMOUNT OF \$67,094.00, WITH AN IN KIND MATCH OF \$6,700.00 TOTALING \$73,794.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

**Adjournment**

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

Comments: N/A

Time:7:02

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition Of ~

Gloucester County Certified Gardeners

2018 Presidential Volunteer Service Award, Gold ~1,000+ Hours

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize and congratulate the Gloucester County Certified Gardeners upon receiving the "Presidential Volunteer Service Award" (Gold 1,000+ Hours) the highest volunteer service level award in our nation.

WHEREAS, the "Presidential Volunteer Service Award" was presented to the Gloucester County Certified Gardeners on behalf of the Board of Directors at the Volunteer Center of South Jersey's 2018 Spirit of Community Event held at Auletto's Caterers in Deptford, NJ on October 25, 2018; and

WHEREAS, Gloucester County Certified Gardeners are individuals interested in gardening and volunteering in their community. As a Certified Gardener intern you receive a minimum of 50 hours of training in a variety of topics taught by leaders in the horticultural industry.

WHEREAS, the Gloucester County Certified Gardeners program has been in existence since 1999 and currently has over 170 volunteers who have volunteered over 117,000 hours and has three volunteers with 20 years of service to Gloucester County; and

WHEREAS, the Gloucester County Certified Gardeners maintain several projects throughout the county to include the James and Ann Whitall Gardens, the flower beds at the GC Veterans Cemetery, the Glassboro Senior Center & Library, the GC 4H Fairground Gardens, the Monroe Township Library Garden, the Mullica Hill Library Garden and two community food bank gardens; and

WHEREAS, the Gloucester County Certified Gardeners offer a variety of educational classes at the Whitall House, Franklinville, Mullica Hill, Swedesboro and Washington Township libraries and for many other community organizations.

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 the Gloucester County Certified Gardeners for their outstanding volunteerism and on being chosen as the recipient of the "Presidential Volunteer Service Award".

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of December, 2018.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

Laurie J. Burns
Clerk of the Board

Robert M. Damming
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder Liaison

Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders  
Proclamation

RECOGNIZING  
AUSTIN LECONEY "THE BACKPACK BUDDY"  
FOR HIS KINDNESS AND COMMITMENT TO THE  
GLOUCESTER COUNTY COMMUNITY  
DECEMBER 19, 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize 5 year old Austin LeConey, "The Backpack Buddy", for his hard work and commitment in collecting backpacks and school supplies for The Unforgotten Haven Backpack Drive; and

WHEREAS, in 2015, when Austin was only 3 years old, parents Joe and Meredith LeConey introduced him to giving back and caring about others with the idea of collecting backpacks and supplies for school children. On his first try, he collected 24 backpacks, the next year he collected 67. In 2018, he set a goal for 100 backpacks and far surpassed that goal with 711 backpacks and 10 boxes of school supplies; and

WHEREAS, Austin has set an amazing example for others and brought his community together in his charitable endeavors to help other kids start their first day of school prepared and confident. Through social media, he was able to attract the attention of people all over the country who stepped up to join in and help by shipping backpacks to the LeConey's front door in record amounts; and

WHEREAS, Austin has set the goal for 2019 at 1000 backpacks, and with his tenacity and determination, there is no doubt he will meet and potentially surpass his goal staying true to his mission to help as many children as possible.

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 Austin LeConey "The Backpack Buddy" for his generosity and community service.

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 19<sup>th</sup> day of December, 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

**RESOLUTION AUTHORIZING A *CLOSED SESSION* TO DISCUSS THE  
STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION  
CLAIMS CAPTIONED CASSEL ELLIS v. GLOUCESTER COUNTY  
AND WILLIAM BREWER v. GLOUCESTER COUNTY**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *December 19, 2018*.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensation claims entitled Cassell Ellis v. Gloucester County, C.P. Nos. 2011-13694 and 2012-2389, and William Brewer v. Gloucester County, C.P. No. 2010-6744.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR  
THE ANNUAL REORGANIZATION MEETING ON JANUARY 4, 2019  
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

**WHEREAS**, N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 4, 2019, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2019 Annual Reorganization.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**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 **\$20,000.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program - Other Expenses;
- (2) The sum of **\$130,000.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety DUI Checkpoint and Saturation Patrol, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety DUI Checkpoint and Saturation Patrol - Other Expenses;
- (3) The sum of **\$15,000.00**, which item is now available as a revenue from the United States Secret Service Electronic Crimes Task Force, to be appropriated under the caption of the United States Secret Service Electronic Crimes Task Force - Other Expenses;
- (4) The sum of **\$1,000,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Rowan University US Route 322 Bypass Study, to be appropriated under the caption of the State of New Jersey Department of Transportation Rowan University US Route 322 Bypass Study - Other Expenses;
- (5) The sum of **\$110,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health Job Access and Reverse Commute (JARC) SFY19 Round 5, to be appropriated under the caption of the State of New Jersey Department of Health Job Access and Reverse Commute (JARC) SFY19 Round 5 - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF DECEMBER 2018**

A 4

**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 December 14, 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 December 14, 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 December 14, 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 Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES FOR 2019**

**WHEREAS**, the County provides certain services and programs to residents to promote well-being, health and recreation; and

**WHEREAS**, it is necessary to modify and establish fee schedules relative to said services and programs annually; and

**WHEREAS**, fee schedules for the Departments of Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services have been established for the year 2019, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the annual fees for the Departments of Animal Shelter, EMS, Health, Highway, Parks and Recreation, Pitman Golf Course, Planning Board, and Senior Services are hereby approved as set forth in the schedules annexed hereto as Exhibit A, effective January 1, 2019.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

# EXHIBIT A

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**2019 WOMEN'S HEALTH SUMMIT**  
 Exhibitor / Vendor Table Fee

\$25.00

**CONSUMER HEALTH**

Plan Review	2019
<b>Retail Food Establishment</b>	
Risk 1	\$75.00
Risk 2	\$100.00
Risk 3	\$150.00
<b>Inspections</b>	
Reinspection fee (first)	\$ 50.00
Reinspection fee (second)	\$ 75.00
Reinspection fee (third & above)	\$ 125.00
<b>Mobile Unit / Temporary Food Plan Review</b>	
Risk 1	\$ 50.00
Risk 2	\$ 75.00
Risk 3	\$ 150.00
<b>Campgrounds</b>	
Reinspection Fee (first)	\$150.00
Reinspection Fee (second)	\$50.00
Reinspection Fee (third & above)	\$75.00
	\$125.00
<b>Swimming pools</b>	
Reinspection fee (first)	\$150.00
Reinspection fee (second)	\$50.00
Reinspection fee (third & above)	\$75.00
	\$125.00
<b>Pre-Operational Swimming pools</b>	
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
<b>Spas</b>	
Reinspection fee (first)	\$150.00
Reinspection fee (second)	\$50.00
Reinspection fee (third & above)	\$75.00
	\$125.00
<b>Pet Shops and Kennels</b>	
Reinspection fee (first)	\$100.00
Reinspection fee (second)	\$50.00
Reinspection fee (third & above)	\$75.00
	\$125.00

**Tanning - Plan Review**  
Reinspection fee (first) \$150.00  
Reinspection fee (second) \$50.00  
Reinspection fee (third & above) \$75.00  
Reinspection fee (third & above) \$125.00

**Tattoo/Body Piercing/Permanent Cosmetics**  
Application for New Facility and Plan review \$300.00  
Application - Annual Renewal \$150.00  
Plans for Removal or Renovation permitted facilities \$150.00  
Change of Personnel Notification \$100.00  
Temporary Facility Application \$1,000.00  
Reinspection fee (first) \$50.00  
Reinspection fee (second) \$75.00  
Reinspection fee (third & above) \$125.00

**Ear Piercing Facilities**  
Application for New Facility and Plan review \$150.00  
Application - Annual Renewal \$50.00  
Reinspection Fee (first) \$50.00  
Reinspection Fee ( second) \$75.00  
Reinspection Fee (third & above) \$125.00

**ENVIRONMENTAL QUALITY**

**2019**

**CURRENT**

<b>Plan Review</b>	
Wells	\$125.00
<b>Septic Systems</b>	
New Construction	\$350.00
Alteration	\$300.00
Repair	\$100.00
Revision (after initial certification)	\$175.00
Real Estate Inspection of Septic System review	\$125.00
Real Estate Inspection of Septic System update	\$75.00
Septic system permit renewal	\$100.00
Continuing Use	\$50.00
Well and Septic Abandonment	\$ 50 each/\$75 both
<b>Surface / Ground Water Sampling Costs</b>	
Average Charge for Personnel Costs per Hour	\$70.00
Average Charge for Personnel Costs per Hour-Overtime	\$105.00
Minimum Charge for Personnel Costs	\$70.00

## HIGHWAY FEES

### EQUIPMENT

Supervisor/Inspectors Car	\$	15.00	per hour
Pick up Truck	\$	60.00	per hour
Signal Van	\$	60.00	per hour
Sign Truck	\$	75.00	per hour
Bucket Truck	\$	100.00	per hour
Dump Truck	\$	85.00	per hour
Jet Vac Truck	\$	100.00	per hour
Street Sweeper	\$	100.00	per hour
Loader	\$	85.00	per hour
Back Hoe	\$	75.00	per hour
Boom Mower Tractor	\$	75.00	per hour
Light Tower Generator	\$	45.00	per hour
Variable Message Board	\$	35.00	per hour
Traffic Control Devices/Road Closures (barrles & cones)	\$	250.00	per incident

\* Does not include driver/operator

### PLANNING BOARD FEES

Site Plan not on County Road	\$	200.00	
Site Plan on County Road	\$	350.00	additional \$25 per parking space
Minor Subdivision not on County Road	\$	100.00	
Minor Subdivision on County Road	\$	200.00	
Major Subdivision not on County Road	\$	150.00	additional \$10 per lot
Major Subdivision on County Road	\$	300.00	addiitonal \$10 per lot
Final Sub	\$	100.00	
Sketch	\$	50.00	
Easement	\$	50.00	

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## SENIOR SERVICES

Nutrition Program ( Meals at Nutrition Sites)	\$1.25 per meal
Serv A Tray	\$1.25 per meal
Weekend Meals	\$1.75 per meal
Senior Picnic	\$2.00 per person
Senior Spring Fling	\$2.00 per person
Christmas Party	\$3.00 per person

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**ANIMAL SHELTER**

Dog Surrender	\$	25.00
Cat Surrender	\$	10.00
Small Pet Surrender	\$	10.00
Redemption/Pick-up Fee	\$	35.00
Daily Quarantine Fee	\$	4.00
Dog Adoption	\$	125.00
Cat Adoption	\$	95.00
Senior Citizen Spay/Neuter Fee	\$	35.00
Veteran Spay/Neuter Fee	\$	35.00

**DONATION TILES**

8X8	\$	500.00
4X8	\$	150.00

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**PARKS AND RECREATION FEES**  
James G. Atkinson Memorial Park

**BASEBALL/SOFTBALL LEAGUES**

# of field slots reserved	Youth teams		Adult teams		Youth teams		Adult teams	
	In county		In county		Out of County		Out of County	
1 game	\$	50.00	\$	100.00	\$	75.00	\$	150.00
2-20	\$	150.00	\$	300.00	\$	225.00	\$	450.00
21-40	\$	250.00	\$	500.00	\$	375.00	\$	750.00
41-60	\$	350.00	\$	700.00	\$	525.00	\$	1,050.00
61-80	\$	450.00	\$	900.00	\$	675.00	\$	1,350.00
81-100	\$	550.00	\$	1,100.00	\$	825.00	\$	1,650.00
101-120	\$	650.00	\$	1,300.00	\$	975.00	\$	1,950.00
121-140	\$	750.00	\$	1,500.00	\$	1,125.00	\$	2,250.00

**TOURNAMENT FEES**

ATHLETIC FIELDS	County Residents \$100 daily per field	Out of County Residents \$200 per field	County Residents lighting fee \$40 daily per field	Out of County Residents lighting fee \$80 daily per field
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A lighting fee will be charged for all games beginning after 7pm.

- Payment will be due before the start of league play. Checks will be submitted along with the team's insurance certificate, Use Agreement Contract and master schedule.
- If a league is using the fields for the spring and the fall; they will be charged two separate ball field fees.

**CAMP FEES**

Theater	\$	150.00
Nature Camp	\$	100.00
History Camp	\$	100.00

**PAVILION RENTAL FEES**

\$20/HR (minimum 3 hours) in County Resident

\$40/HR (minimum 3 hours) in Out of County Resident

**Pitman Golf Course**

2019 Regular In-Season Fee Schedule

In-Season Fee Schedule Valid 4/01/19 through 10/31/19

	<b>Fees Listed Below Show Walk / Ride</b>		
	Open to 12noon	Mid Day	Twilight
<b>Weekday Green Fee Rates</b>			
County Discount Golf ID Card	\$27 / \$44	\$24 / \$38	\$21 / \$35
Public Fee	\$36 / \$53	\$31 / \$45	\$27 / \$41
Senior, County Discount Golf ID Card	\$20 / \$33	\$18 / \$31	\$18 / \$31
Senior, Public Fee	\$29 / \$42	\$26 / \$39	\$26 / \$39
Junior, County Discount Golf ID Card	\$27 / \$44	\$17 / \$31	\$15 / \$29
Junior, Public Fee	\$36 / \$53	\$22 / \$36	\$19 / \$33
9~Hole Green Fee	\$21 / \$32	\$18 / \$29	\$16 / \$27
Military, Active Duty	\$20 / \$37	\$18 / \$32	\$18 / \$32
<b>Weekend Green Fee Rates</b>			
County Discount Golf ID Card	\$32 / \$49	\$28 / \$42	\$23 / \$37
Public Fee	\$42 / \$59	\$36 / \$50	\$30 / \$44
Senior, County Discount Golf ID Card	\$28 / \$41	\$22 / \$35	\$22 / \$35
Senior, Public Fee	\$37 / \$50	\$29 / \$42	\$29 / \$42
Junior, County Discount Golf ID Card	\$32 / \$49	\$20 / \$34	\$16 / \$30
Junior, Public Fee	\$42 / \$59	\$25 / \$39	\$21 / \$35
9~Hole Green Fee	\$24 / \$35	\$21 / \$32	\$18 / \$29
Military, Active Duty	\$28 / \$45	\$22 / \$36	\$22 / \$36
<b>Cart Rental Rates (per person)</b>			
18 Hole Power Cart			\$ 17.00
Senior 18 Hole Power Cart			\$ 13.00
Mid~Day/Twilight Power Cart			\$ 14.00
9~Hole Power Cart			\$ 11.00
Hand Cart (Push Cart Style)			\$ 4.00
<b>PGC Senior Season Pass Rates (seniors age 60 and over only) Available on 1/01</b>			
Senior Gloucester County Residents, single weekdays only (valid through 12/31)			\$ 800.00
Senior Non Resident, single weekdays only (valid through 12/31)			\$ 1,200.00
<b>County Discount Golf ID Card Available on 1/01</b>			
Gloucester County Residents - Purchase New or Annual Renewal (valid through 12/31)			\$ 40.00
Non Residents - Purchase New or Annual Renewal (valid through 12/31)			\$ 120.00
<b>Miscellaneous Fees</b>			
Driving Range, Small Bucket			\$ 6.00
Driving Range, Large Bucket			\$ 9.00
Driving Range, X-Large Bucket			\$ 12.00
Handicap Service (valid through current USGA season)			\$ 30.00
Club Rental (includes clubs and bag)			\$ 15.00
Yearly Locker Rental (daily rental available upon request \$2 p/day)			\$ 25.00
<b>Off Season Pricing Available ( Nov. 1st through Mar. 31st)</b>			
Age 60 qualifies for Senior rates			
Golf ID Card must be purchased and presented for reduced rates			
Mid Day and Twilight Times vary through season (current times posted in pro-shop)			

## EMS FEES

Basic Transport	\$800
Additional Fee per mile for patient transport	\$17
Use of Cervical Collar	\$45
Provision of Oxygen	\$65
CPR Training	\$50
Safe Sitter Training	\$50
Naloxone	\$95
Epi-Pen	\$150
CPAP	\$95
BLS Disposable	\$25
Standby Fee (Per Hour, each staffed ambulance)	\$225
Assessment service w/out transport	\$200
EMT Refresher/Core (per session)	\$100
Initial EMT Training Academy	\$1,100
EMT Academy Application Fee	\$200

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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MANTUA FOR FLEET SERVICES**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs, and Gloucester County (hereinafter the "County") has personnel with expertise that could be effectively shared with other governmental entities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and.

**WHEREAS**, the County and the Township of Mantua (hereinafter "Mantua") wish to enter into such Shared Services Agreement whereby the County will provide fleet maintenance services for a period of ten (10) years, from January 1, 2019 to December 31, 2029; and

**WHEREAS**, Mantua will be responsible for payment of all parts relative to their vehicles and equipment, and the purchase/replacement of their own vehicles in accordance with the Agreement entered into between the parties and annexed hereto for reference.

**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, a Shared Services Agreement with the Township of Mantua for the aforementioned purpose; and

**BE IT FURTHER RESOLVED**, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is substantially the same form as approved by this Resolution.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF  
GLOUCESTER AND THE TOWNSHIP OF MANTUA**

**This Uniform Shared Services Agreement** ("Shared Services Agreement"), is effective the 1<sup>st</sup> day of **January, 2019**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "**County**"), and the **Township of Mantua**, a municipal corporation of the State of New Jersey (hereinafter "**Mantua**").

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey with administrative offices at Two S. Broad Street, Woodbury, NJ 08096;

**WHEREAS**, Mantua is a municipal corporation of the State of New Jersey with main offices located at 401 Main Street, Mantua, NJ 08051; and

**WHEREAS**, Mantua requires fleet vehicle maintenance services; and

**WHEREAS**, it is in the best interest of the County and Mantua to enter into a Shared Services Agreement whereby the County will provide fleet vehicle maintenance services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

1. Fleet maintenance will consist of all maintenance and repairs of the following, but not limited to: All Department of Public Works (DPW) vehicles, Parks vehicles, Mantua vehicles, Construction Code enforcement vehicle(s), two vehicles used by the Volunteer Fire Department.
  2. All fleet maintenance shall be performed at the same level as required by ASE certification. All maintenance work shall meet the industry standard (ASE) for repairs.
  3. All maintenance shall be coordinated between the County and Mantua Department Heads.
  4. All pickup and delivery of Mantua equipment and vehicles shall be done by Mantua personnel to either the Mantua or Clayton yards.
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5. In the event of a breakdown on the road, the County shall make every effort to respond, and repair vehicle/equipment. If a response cannot be made, a towing service will be provided by Mantua to the County DPW Mantua facility.
6. Mantua shall provide as much notice as possible for scheduling of repairs.
7. All replacement parts shall be purchased by the County through its vendors. Payment for parts used on Mantua vehicles shall be forwarded to Mantua by the County and Mantua shall forward full reimbursement within 45 days of submission.
8. In the process of fleet maintenance there shall be times when bulk oil and fluids, hardware and other items normally stocked by the County will be needed to facilitate repairs and shall be billed proportionally to the amount of fluids used on an invoice for that specific equipment/vehicle.
9. Final payment due no longer than thirty (30) days after the invoice date.
10. In the event of a dispute of payment, every effort shall be made to resolve by the Department of Public Works department heads of the County and Mantua. If a resolution cannot be made, it will then be addressed by the Mantua Director of Public Works and the Deputy County Administrator.
11. Any repair cost over \$1,000.00 must be approved by Mantua.

**B. PAYMENT FROM MANTUA TO COUNTY.**

**Parts:**

Mantua will be responsible for the payment for all parts and the purchase/replacement of their own vehicles; however, Mantua may use the County's Capital Purchases Option and Mantua will hold the titles to their own vehicles.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for the initial period commencing January 1, 2019 and concluding December 31, 2029. Thereafter, the parties agree that this Agreement may be renewed by mutual consent.

Either party may terminate this agreement for any reason by providing 90 days' written notice to the other party as follows: As to County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096; and, as to Mantua: Township Administrator, 401 Main Street, Mantua, NJ 08051.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.**

Neither County nor Mantua intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of fleet vehicle maintenance services described in this Shared Services Agreement.

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Notwithstanding any such agency relationship which may be created by the Act, Mantua hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by Mantua and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Mantua represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, Mantua shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Mantua and the County.

#### **E. COMPLIANCE WITH LAWS AND REGULATIONS**

Mantua agrees that it will at its 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 Shared Services Agreement.

#### **F. 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, Mantua, 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.
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6. **Further Assurances and Corrective Instruments.** Mantua 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 1<sup>st</sup> day of January, 2019, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
LAURIE BURNS,  
CLERK OF THE BOARD

\_\_\_\_\_  
ROBERT M. DAMMINGER,  
DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

\_\_\_\_\_  
JENNICA BELICI,  
ADMINISTRATOR

\_\_\_\_\_  
By: PETER SCIRROTTO,  
Title: MAYOR

**RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR  
A 2018 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT  
PURSUANT TO P.L. 2007 C.311 ET SEQ.**

**WHEREAS**, P.L. 2007 c.311 et seq. (hereinafter “the Act”) provides for the awarding of Recycling Enhancement Act Tax Entitlements by the New Jersey Department of Environmental Protection to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

**WHEREAS**, the Gloucester County Improvement Authority desires such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

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

1. That a Spending Plan be submitted to the Solid and Hazardous Waste Management Program for a **2018 Recycling Enhancement Act Tax Entitlement** in the amount of **\$243,644.00**; and
2. That the County Recycling/HSW Coordinator of the Gloucester County Improvement Authority is hereby authorized and directed to execute and file such spending plan with the New Jersey Department of Environmental Protection, to provide additional information and furnish such documents as may be required; to execute such documents as are required; and to act as the authorized correspondent of the Gloucester County Solid Waste Management District; and
3. That the Gloucester County Improvement Authority has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax Entitlement; and
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a spending plan consistent with all applicable laws, rules and regulations; and
5. That the Gloucester County Solid Waste Management District hereby accepts the terms and conditions set for the Act and the guidelines promulgated under it.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 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 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, 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**, the Westville Fire District #1 is transferring ownership of a 2008 Ford Horton Ambulance, VIN # 1FDXE45P18DB56514, in the amount of \$1.00, to the County for use related to Emergency Medical Services Regionalization for the Borough of Westville; and

**WHEREAS**, a Shared Services Agreement has 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 with the Borough of Westville in substantially the same form as attached to this resolution and execution of title and any and all documents authenticating the transfer of the 2008 Ford Horton Ambulance from the Westville Fire District #1; and

**BE IT FURTHER RESOLVED**, the Agreement 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 Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

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**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: December 19, 2018**

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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 \_\_\_\_\_, 2019, 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

**RESOLUTION AUTHORIZING A CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR \$498,398.92**

**WHEREAS**, the County of Gloucester (hereinafter "County") has the need for engineering design services regarding construction of the Rowan University Fossil Park entrance road, extension of CR 676 in the Township of Mantua, known as Engineering Project #16-14 (hereinafter "Project"); and

**WHEREAS**, the County requested proposals via RFP-018-045 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Stantec Consulting Services, Inc. of 1000 Midlantic Drive, Suite 300w, Mount Laurel, NJ 08054, made the most advantageous proposal and was qualified to provide said services for the Project for \$498,398.92; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$498,398.92 pursuant to CAF #18-10971, which amount shall be charged against budget line item G-02-18-706-000-12211.

**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, a contract with Stantec Consulting Services, Inc. for the hereinabove Project for \$498,398.92, commencing December 19, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19, 2018 at Woodbury, New Jersey.

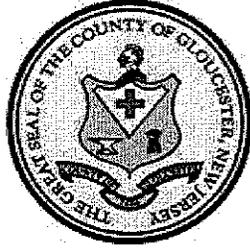


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



County of Gloucester

***RESOLUTION AUTHORIZING A CONTRACT WITH STANTEC CONSULTING  
SERVICE, INC. FOR \$498,398.92***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **19<sup>th</sup>** day of **December, 2018** and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and **(3)** that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

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**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
STANTEC CONSULTING SERVICES, INC.**

**THIS CONTRACT** is made this 19<sup>th</sup> day of **December, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **STANTEC CONSULTING SERVICES, INC.** with offices at 1000 Midlantic Drive, Suite 300W, Mount Laurel, NJ 08054, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering design services as per **RFP-018-045**, regarding construction of the Rowan University Fossil Park entrance road, extension of CR 676 in the Township of Mantua, known as Engineering Project #16-14; and

**WHEREAS**, Contractor represents that it is qualified to perform the said required services for the Project, and desires to so perform pursuant to the terms and provisions of this Contact.

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES**. This Contract shall commence on December 19, 2018 and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION**. Contractor shall be compensated in the total amount of \$498,398.92 for the Contract term, pursuant to the prices set forth in and subject to all terms and provisions of the Contractor’s proposal dated November 20, 2018 and fee schedule submitted in response to the County’s Request for Proposal, **RFP-018-045**.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for engineering design services regarding construction of the Rowan University Fossil Park entrance road, extension of CR 676 in the Township of Mantua, known as Engineering Project #16-14, as set forth in **RFP-018-045**, and Contractor's Proposal dated November 20, 2018, and incorporated herein by reference in its entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in **RFP-018-045**.

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

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

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

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

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

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

5. **LICENSING**. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to an incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against any claim, loss, liability, expense (specifically including reasonable counsel fees and / or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which but only to the extent such claims result from or arise out of results from the Contractor's negligent acts, errors or omissions in its performance or non-performance of professional services pursuant to this Contract, or from the Contractor's failure to provide for the safety and protection of its employees. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

18. **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.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-018-045** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-018-045**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-018-045**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this **19<sup>th</sup>** 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 Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**STANTEC CONSULTING SERVICES, INC.**

\_\_\_\_\_  
**By:  
Title:**



Stantec Consulting Services Inc.  
10000 Midlanfic Drive, Suite 300W, Mt. Laurel NJ 08054  
Phone: (856) 234 0800 Fax (856) 234-5928

November 20, 2018

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

Reference Engineering Design Services for the Construction of Rowan University  
Fossil Park Entrance Road  
Extension of CR 676 in the Township of Mantua  
RFP #18-045  
County of Gloucester

Dear Mr. Mercanti,

Stantec Consulting Services Inc. is pleased to submit our response to Engineering Design Services for the Construction of Rowan University Fossil Park Entrance Road. Our firm brings significant and unique experience at the proposed site, along with a proven understanding of transportation and traffic engineering design. Combining expertise and local knowledge with Stantec's company-wide resources, we are able to offer a broad scope of services to Gloucester County and the South Jersey community.

Stantec has extensive recent experience in providing transportation design services to County and municipal governments in New Jersey, as well as to the NJDOT and the NJTA. This experience also includes locally-led federal aid projects that require NJDOT and FHWA approvals. We have extensive experience in roadway designs, including ADA compliance; traffic engineering and traffic signal designs; stormwater management and stream hydrology; and environmental impact analyses and permitting. We are prequalified in project scoping, roadway designs, structure designs and inspection by both the NJDOT and the NJTA. We currently have a dozen active assignments with these agencies. Our projects tend to be more complex in nature, and frequently involve NJDEP permits, including CAFRA, as well as state and federal aid funding.

Stantec has 4 full-service offices in New Jersey, located in Mt. Laurel, Rochelle Park, Morristown, and Wall Township, in addition to a strong presence in Philadelphia. Our local offices have expertise in transportation planning and design and have a dedicated transportation staff in the New Jersey/New York/Philadelphia metropolitan area of more than 200 people. In addition, we are proud to count seven Rowan University graduates among our engineering staff in Mount Laurel, a number of which would be engaged with this project if we are selected.

Thank you for considering the qualifications of the Stantec team to provide these services to the County.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Clifton W. Quay, PE, PP, Senior Principal  
Phone: (856) 234-0800 Fax (856) 234-5928  
clifton.quay@stantec.com



**County of Gloucester Purchasing Department**

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

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**  
 THIS NUMBER MUST APPEAR ON ALL INVOICES  
**NO.** 18-10971

Pg 1

**S H I P T O**  
 GLOUC. CO ENGINEERING DEPT.  
 1200 N. DELSEA DR. BLDG A  
 CLAYTON, NJ 08312  
 856-307-6600, Alan

VENDOR #: STANT010

**V E N D O R**  
 STANTEC CONSULTING SERVICE INC  
 1000 MIDLANTIC DRIVE  
 SUITE 300W  
 MOUNT LAUREL, NJ 08054

ORDER DATE: 12/07/18  
 REQUISITION NO: R8-10793  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	16-14 PROFESSIONAL SERVICES ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF THE ROWAN FOSSIL PARK ENTRANCE ROAD  RFP-18-045  ENGINEERING PROJECT #: 16-14  PASSED BY RESOLUTION: DECEMBER 19, 2018  ** TO BE TAKEN IN PARTIALS **	G-02-18-706-000-12211 Capital Project Design & Management (SA)	498,398.9200	498,398.92
			TOTAL	498,398.92

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.  <b>X</b> VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.  DEPARTMENT HEAD _____ DATE _____	<p><b>DO NOT ACCEPT THIS ORDER                      UNLESS IT IS SIGNED BELOW</b></p> <p><i>Lucy H. Gunders</i>                      TREASURER / CFO</p> <p><i>Kimberly Cant</i>                      PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2018 TO DECEMBER 6, 2019 IN AN AMOUNT NOT TO EXCEED \$80,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need to purchase tires and related items, and maintenance and repair services for certain County vehicles, trucks, buses and industrial equipment; and

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

**WHEREAS**, it has been determined that the County can purchase these supplies and services through State Contract #A82527 and #A82528 from Cumberland Tire Center, Inc. of 9 Washington Street, Bridgeton, NJ 08302, and Firestone Store of 690 N. Delsea Drive, Glassboro, NJ 08028 from December 7, 2018 to December 6, 2019, in an amount not to exceed \$80,000.00.

**WHEREAS**, the purchases and services shall be for estimated units and is therefore open-ended, which does not obligate the County of Gloucester to make any purchase or obtain any services 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 the purchase of goods and services, including maintenance and repair services from Cumberland Tire Center, Inc. and Firestone Store, through State Contract #A82527 and #A82528 is hereby authorized from December 7, 2018 to December 6, 2019, in an amount not to exceed \$80,000.00; and, that the Freeholder Director or his designee, and the County's Qualified Purchasing Agent are hereby authorized to execute all documents necessary for the aforementioned purpose on behalf of the County; 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 Wednesday, December 19, 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 TRANSPORTATION REGARDING THE 2019 LOCAL FREIGHT IMPACT FUND FOR THE ROUTE 44 TRUCK BYPASS AND DUPONT PORT-00038 PROJECT**

**WHEREAS**, the Office of the County Engineer seeks to submit an electronic grant application via the System for Administering Grants Electronically (“SAGE”) with the NJ Department of Transportation (“NJDOT”) relative to the Local Freight Impact Fund (“LFIF”) Grant program, and to enter into an Agreement regarding said funding; and

**WHEREAS**, approval of this grant application will allow the County to obtain funds in the amount of \$13,044,000.00, to be used for the LFIF-2019 Rt. 44 Truck Bypass and DuPont Port-00038 project, known as Engineering Project #17-26; and

**WHEREAS**, the Office of the County Engineer has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained therein 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.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJDOT relative to the 2019 Local Freight Impact Fund is hereby approved for funding to be used for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that execution of the grant Agreement by the County will constitute acceptance of the funding terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation in compliance with the regulations of the granting authority.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19, 2018 at Woodbury, New Jersey.

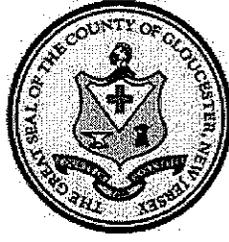


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



County of Gloucester

***RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT  
WITH THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE  
2019 LOCAL FREIGHT IMPACT FUND FOR THE ROUTE 44 TRUCK  
BYPASS AND DUPONT PORT-00038 PROJECT***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **19<sup>th</sup>** day of **December, 2018**, and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, **(3)** that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Project Name: Rt. 44 Truck Bypass and Du-Pont Port Access Road

**Project Title:** Rt. 44 Truck Bypass and Du-Pont Port  
Access Road

**From:** A line road

**To:** Rt. 44

**Project Distance (Miles):** 0.61

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Project Location

County to filter by: Gloucester County

Municipalities: Greenwich Township  
Greenwich Township  
Greenwich Township

Local Freight Impact Fund 2019  
LFIIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Scope Of Work

**Please provide description for Scope of Work:**

Route 44 through the community of Gibbstown is a mixture of residential, commercial, institutional, and governmental land uses, which results in less than ideal conditions for truck traffic. The Broad Street School, Greenwich Township Little League fields, Municipal Building and US Post Office are all located along Route 44 between Repauno Avenue and Harmony Road. Average daily traffic (ADT) volumes on Route 44 range from 1,765 vehicles per day (vpd) near Veterans Drive to 5,850 vpd near Harmony Road. Average daily truck percentages range from 2% near Harmony Road to 5% near Veterans Drive. This translates to approximately 143 trucks per day along Route 44 at the eastern end and 92 trucks per day traveling along Route 44 at the western end of the project limits.

Gloucester County is considering restricting truck movements on Tomlin Station Road (CR 607) and Democrat Road (CR 673) between Route 44 and I-295 to help eliminate truck traffic through Gibbstown. These potential restrictions would divert more than 310 trucks per day onto alternate county roadways such as Swedesboro Road (CR 653) and Harmony Road (CR 680). Additionally, proposed development at the DuPont Repauno site, located adjacent to Repauno Avenue north of Route 44, is expected to be completed by Year 2020 and includes warehousing, liquid storage, an auto storage terminal and a marine terminal. These land uses are expected to generate approximately 8,450 daily trips to/from the DuPont Repauno site, including nearly 1,650 truck trips, this represents 19.5% truck traffic. Conceptual development plans for other industrial sites are also being considered for redevelopment along the outskirts of Gibbstown, which could generate several hundred additional truck trips to the area. A bypass roadway would be required to accommodate traffic affected by the truck restrictions and allow truck traffic to enter/exit the DuPont Repauno site from Route 44 without traveling through Gibbstown.

**Project Description**

Gloucester County Improvement Authority (GCIA) is proposing the Route 44 Truck Bypass and DuPont Port Access project, located in Greenwich Township, Gloucester County, NJ.

The proposed project will provide for construction of a new 0.61-mile truck bypass roadway. The Preferred Alternative begins near the existing Route 44 Bridge over Sand Ditch on the west side of Gibbstown, with the northbound and southbound bypass roads (ramps) on separate alignments. The northbound bypass road would begin as an unsignalized intersection with Route 44 and curve to the southeast, then run eastward parallel to the railroad tracks, including a new shared crossing with the railroad line under the existing Route 44 railroad bridge. At this point, both the northbound and southbound bypass roads run together through an extensive wetland area up to the eastern terminus at A Line Road. The remaining portion of the southbound bypass road parallels existing Route 44 southbound. The Preferred Alternative ties into existing Route 44 just east of the existing bridge over Sand Ditch, avoiding the need for a new bridge crossing.

The proposed roadway includes one 12-foot lane and one 10-foot shoulder in each direction, for a total pavement width of 44 feet. Where the northbound and southbound roadways (auxiliary lanes) are on separate alignments, the typical section includes a 20-foot wide lane and 2-foot inside and outside shoulders, for a total pavement width of 24 feet.

The roadway will be supported primarily by earthen embankment, with retaining walls at certain locations to limit the lateral extent of filling. The proposed roadway will include a drainage system including NJPDES-compliant inlet grates and water quality manufactured treatment devices (MTDs) to reduce large

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Scope Of Work

floatables, total suspended solids, and nutrients prior to discharge into stabilized vegetated areas.

Location Map - 8.5 x 11 only - showing project limits

<https://njsage.intelligrants.com/Upload/1681051-RT44TruckBypass.pdf>

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

<https://njsage.intelligrants.com/Upload/1681051-Fig2Renderingcomp.pdf>

Does this project include a traffic signal?                      Yes                       No

If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards?                       Yes                      No

Project must adhere to ADA design and construction standards as per AASHTO.

If No, list Design Exceptions below

**Grant Application for State Aid to  
Counties and Municipalities  
Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038**

New\_Construction\_Eligibility

**NEW CONSTRUCTION DATA SHEET**

**Project Classification**

Please select the one most applicable:

- Bypass to reduce congestion with a destination near a Port, Warehouse, distribution center or any other Freight Node
- New road construction to provide access to NJ Large Truck Map
- New Roadway construction to promote economic development

Will this project promote economic development in any of the areas listed below within the project limit?     Yes     No

If so, please check all applicable and add a narrative in the box below.

Investment of public entities  
Intermodal Facilities  
Investment of private entities  
Export and or Import facilities  
Manufacturing Facilities  
Redevelopment  
Creation of employment opportunities

This project will promote economic developments through the access to the Port, the planned logistics and warehouse areas and the other planned development associated in conjunction with the new port. There is also coordination with Delaware River Partners to provide continued manufacturing opportunities at this site. Please also see the attached reports.

**Grant Application for State Aid to  
Counties and Municipalities  
Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038**

New\_Construction\_Eligibility

**NEW CONSTRUCTION DATA SHEET**

Please upload a map (if any) showing the location(s) promoting economic development.

[https://njsage.intelligrants.com/\\_Upload/1681056-G-101-APLAN-GENERALARRANGEMENTCONFIGURATION-PORTANDWAREHOUSEDEVELOPMENT.pdf](https://njsage.intelligrants.com/_Upload/1681056-G-101-APLAN-GENERALARRANGEMENTCONFIGURATION-PORTANDWAREHOUSEDEVELOPMENT.pdf)

Proposed Improvements. Please enter minimum widths (where applicable).

Projected ADT: 8446  
Projected Truck Traffic over 5 Tons: 19.5%  
Projected Speed Limit (mph): 35

Shoulder Width (feet): 10

Curbing:             One             Both             Neither  
                         Side                    Sides  
Sidewalk:            One             Both             Neither  
                         Side                    Sides  
Proposed Minimum Width (feet):

Parking Restrictions: Will be established after construction

Does the project involve any of the safety improvements listed below? If so, please check all applicable and add a narrative of proposed safety improvements in the box below. No

Safety improvements should not be replacement in kind, it must enhance/improve existing condition.       Yes       No

[chkSafetyImprovements]

**Grant Application for State Aid to  
Counties and Municipalities  
Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038**

New\_Construction\_Eligibility

**NEW CONSTRUCTION DATA SHEET**

The new construction Bypass roadway will be designed to AASHTO Standards and will utilize rumble strips for reduced crossover / roadway departure. Geometric improvements will also be part of the construction as it ties into the existing alignment of Rt. 44. Additionally, long life epoxy striping and reflective raised pavement markers are planned to be installed.

**Grant Application for State Aid to  
Counties and Municipalities  
Local Freight Impact Fund 2019  
LFIIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038**

New\_Construction\_Eligibility

**NEW CONSTRUCTION DATA SHEET**

Have any accidents/incidents involving large trucks been reported within the last 3 years on the existing road for which the new road will bypass?  
[  ] Yes      [ ] No

If so, please attach reports

[https://njsage.intelligrants.com/\\_Upload/1681056-Route44CrashData12-19-16.pdf](https://njsage.intelligrants.com/_Upload/1681056-Route44CrashData12-19-16.pdf)

Will the project provide connectivity to the New Jersey Access Network as per the Large Truck Map?      [  ] Yes      [ ] No  
(Please see link to [Map](#))

Does the applicant have an adopted complete streets resolution and implementation?      [ ] Yes      [  ] No

Is this new construction identified in the County/Local Master Plan or Capital Improvement Plan?      [  ] Yes      [ ] No

**Grant Application for State Aid to  
Counties and Municipalities  
Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038**

TOTAL ESTIMATED COST OF IMPROVEMENT

Construction Cost: \$11,000,000.00

Please attach a Detailed Construction Cost Estimate  
(Word, Excel, or PDF format please)

[https://njsage.intelligrants.com/\\_U  
pload/1681065-CostEstimate101017.pd  
f](https://njsage.intelligrants.com/_Upload/1681065-CostEstimate101017.pdf)

Design Engineering: \$500,000.00

(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$500,000.00

(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$1,044,000.00  
(15% of the final allowable construction cost maximum)

**Total Estimated Cost:** \$13,044,000.00

**Total Requested Amount** \$13,044,000.00

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Applicant Information

**Name of Grantee:** Gloucester County

**Organization Address** Gloucester County  
2 South Broad Street  
Woodbury, NJ 08096-4604  
Phone: (856) 853-3390

**Email Address:** rdammniger@co.gloucester.nj.us

**Federal Tax Identification Number:** 216000660

**Vendor Number:** 216000660-00

**Vendor Unit:**

**Vendor Unit Address**

**Application Initiation Date:** 12/10/2018

**Mayor Information**

First Name:  
Last Name:  
County:  
Municipality:  
Address 1:  
Address 2:  
City:  
State:  
Zip:  
Phone:  
E-Mail:

**Update information here:**  
Robert M.  
Damminger  
Gloucester  
Woodbury  
2 South Broad Street  
PO Box 337  
Woodbury  
NJ  
08096  
856-853-3276  
rdamminger@co.gloucester.nj.us

**Clerk Information**

First Name: James  
Last Name: Hogan  
County: Gloucester  
Municipality: Woodbury  
Address 1: 2 South Broad Street  
Address 2: PO Box 337  
City: Woodbury

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Applicant Information

State: NJ  
Zip: 08096  
Phone: 856-307-6600  
E-Mail: jhogan@co.gloucester.nj.us

**Municipal Engineer**

First Name:  
Last Name:  
County:  
Municipality:  
Address 1:  
Address 2:  
City:  
State:  
Zip:  
Phone:  
E-Mail:

**County Executive/Freeholder Director**

First Name: Robert  
Last Name: Damminger  
County: Gloucester  
Address 1: 2 South Broad Street  
Address 2: PO Box 337  
City: Woodbury  
State: NJ  
Zip: 08096  
Phone: (856) 853-3276  
E-mail: rdamminger@co.gloucester.nj.us

**County Engineer**

First Name: Vincent  
Last Name: Voltaggio  
County: Gloucester  
Address 1: 1200 North Delsea Drive  
Address 2:  
City: Clayton  
State: NJ  
Zip: 08312  
Phone: (856) 307-6600  
E-mail: vvoltaggio@co.gloucester.nj.us

Local Freight Impact Fund 2019  
LFIF-2019-Rt. 44 Truck Bypass and Du-Pont Po-00038  
Signature Page

Title of presiding officer who will be signing this  
application/agreement:

Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit three (3) originals to the Local Aid District Office after your application has been submitted through NJDOT SAGE. Failure to submit this document within 30 days of your application submission date may jeopardize funding participation from NJDOT.

**RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH  
THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL  
AID INFRASTRUCTURE FUND FOR THE ROWAN UNIVERSITY FOSSIL PARK  
ENTRANCE ROAD INTERSECTION IMPROVEMENT AT WOODBURY  
GLASSBORO ROAD (CR553) PROJECT**

**WHEREAS**, the Office of the County Engineer seeks to submit a grant application via the System for Administering Grants Electronically ("SAGE") with the NJ Department of Transportation ("NJDOT") relative to the Local Aid Infrastructure Fund ("LAIF") Grant program, and to enter into an Agreement regarding said funding; and

**WHEREAS**, approval of the grant application will allow the County to obtain funds in the amount of \$4,750,000.00, to be used for the LAIF-2019 Rowan University Fossil Park Entrance Road Intersection Improvement at Woodbury Glassboro Road (CR553) project, known as Engineering Project #16-14; and

**WHEREAS**, the Office of the County Engineer has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained therein 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.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJDOT relative to the 2019 Local Aid Infrastructure Fund is hereby approved for funding to be used for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant Agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that execution of the grant agreement by the County will constitute acceptance of the funding terms and conditions of the Agreement, and that the County Engineering Department shall be responsible for implementation in compliance with the regulations of the granting authority.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19, 2018, at Woodbury, New Jersey.

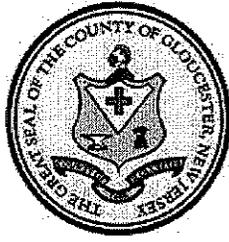


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



**County of Gloucester**

***RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH  
THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL  
AID INFRASTRUCTURE FUND FOR THE ROWAN UNIVERSITY FOSSIL PARK  
ENTRANCE ROAD INTERSECTION IMPROVEMENT AT WOODBURY  
GLASSBORO ROAD (CR553) PROJECT***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **19<sup>th</sup>** day of **December, 2018**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Type of Improvement: 1

<b>Infrastructure</b>	<b>Purpose</b>
Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
✓ Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Project Name: Rowan University Fossil Park Entrance Road Intersection  
Improvement at Woodbury Glassboro Rd CR553

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, [download the excel spreadsheet here](#), fill it out and attach it below.

**Project Title:**

Rowan University Fossil Park Entrance Road Intersection Improvement at Woodbury Glassboro Rd CR553

**From:**

Woodbury Glassboro Road CR553 in Mantua Township and internal

**To:**

Mantua Boulevard CR676 in Mantua Township

**Project Distance (Miles):** 0.5

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Project Location

**County to filter by:**

Gloucester County

**Municipalities:**

Mantua Township

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Scope Of Work

We are requesting funding for the engineering design of the access entrance to the Rowan Fossil Park . This new roadway will connect into Woodbury Glassboro Rd., CR 553 at the existing intersection with Mantua Boulevard, CR676. The entrance will run from the existing intersection to the site of the new Rowan University Fossil Museum. This is a World Heritage site and is being developed by Rowan University .

The existing signal will be modified to also control the entrance roadway, which will come into the intersection directly across from Mantua Boulevard.

Location Map - 8.5 x 11 only - showing project limits

[https://njsage.intelligrants.com/\\_Upload/1717301-Base-FossilParklocationmap.pdf](https://njsage.intelligrants.com/_Upload/1717301-Base-FossilParklocationmap.pdf)

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

Does this project include a traffic signal?     Yes            No  
If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards?     Yes            No

Project must adhere to ADA design and construction standards as per AASHTO.  
If No, list Design Exceptions below

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Roadway Data Sheet

**Project Classification**

Please check the one most applicable:

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

**Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.**

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 0  
Truck Traffic over 5 Tons (%): 0  
Legal Speed Limit (mph): 0  
Right of Way Width (feet): 0  
Is this Project located on a Commuter Bus Route? Yes  No  
Pavement Width (feet): 0  
Shoulder Width (feet): 0

Curbing: One Side  Both Sides Neither  
Sidewalk: One Side Both Sides  Neither  
Existing Minimum Width (feet):

Parking Restrictions: no parking

Are there any public facilities within 1/2 mile of the project limits? (e.g. Retail centers, school, worship place, library, fire station, etc.?)

This entrance road will be a County Roadway when completed. It will connect the Rowan University Fossil Park and Museum with the County Roadway system. There is a grammar school, two churches, Rowan College Gloucester County RCGC, three (3) large format shopping centers and a fire station within 1/2 mile of this project.

If the project improves safety, please explain below

By having the roadway operate through a controlled intersection the safety will be increased.

**Proposed Improvements. Please enter minimum Widths. If not known enter Zero.**

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Roadway Data Sheet

Right of Way Width (feet): 60  
Pavement Width (feet): 44  
Shoulder Width (feet): 10

Curbing: One Side             Both Sides            Neither  
Sidewalk: One Side             Both Sides            Neither  
Proposed Minimum Width (feet): 4

Parking Restrictions: No Parking

Is there an existing bridge being replaced or repaired?    Yes             No

If **Yes**, please return to the Main Menu and begin a new application with **Bridge Preservation** selected on the Type of Improvement page.

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Total Estimated Cost of Improvement

Construction Cost: \$4,300,000.00

Please attach a Detailed Construction Cost Estimate  
(Word, Excel, or PDF format please)

[https://njsage.intelligrants.com/ Upload/1717305-16-14PreliminaryEngineer'sEstimateMantuaBoulevard12.20.17.xls](https://njsage.intelligrants.com/Upload/1717305-16-14PreliminaryEngineer'sEstimateMantuaBoulevard12.20.17.xls)

Design Engineering: \$500,000.00  
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: \$250,000.00  
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$200,000.00  
(15% of the final allowable construction cost maximum)

**Total Estimated Cost:** \$5,250,000.00  
0

**Total Requested Amount** \$4,750,000.00

If you have submitted or plan to submit other applications, please  
prioritize your applications by assigning them a priority rating. Use 1  
number 1 for the highest priority. If you only plan to submit this  
application, please enter 1 as the priority rating:

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Applicant Information

Name of Grantee: Gloucester County

**Organization Address**

Gloucester County  
2 South Broad Street  
Woodbury, NJ 08096-4604  
Phone: (856) 853-3390

Email Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-00

Vendor Unit: GLOUCESTER CO

**Vendor Unit Address**

Application Initiation Date: 12/10/2018

Check here if the applicant information displayed below is *inaccurate*. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

**Mayor Information**

Update information here:

First Name:

Last Name:

County:

Municipality:

Address 1:

Address 2:

City:

State:

Zip:

Phone:

E-Mail:

**Clerk Information**

First Name: James

Last Name: Hogan

County: Gloucester

Municipality: Woodbury

12/10/2018

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Applicant Information

Address 1: 2 South Broad Street  
Address 2: PO Box 337  
City: Woodbury  
State: NJ  
Zip: 08096  
Phone: 856-307-6600  
E-Mail: jhogan@co.gloucester.nj.us

**Municipal Engineer**

First Name:  
Last Name:  
County:  
Municipality:  
Address 1:  
Address 2:  
City:  
State:  
Zip:  
Phone:  
E-Mail:

**County Executive/Freeholder Director**

First Name: Robert  
Last Name: Damminger  
County: Gloucester  
Address 1: 2 South Broad Street  
Address 2: PO Box 337  
City: Woodbury  
State: NJ  
Zip: 08096  
Phone: (856) 853-3276  
E-Mail: rdamming@co.gloucester.nj.us

**County Engineer**

First Name: Vincent  
Last Name: Voltaggio  
County: Gloucester  
Address 1: 1200 North Delsea Drive  
Address 2:  
City: Clayton  
State: NJ  
Zip: 08312

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Applicant Information

Phone: (856) 307-6600  
E-Mail: vvoltage@co.gloucester.nj.us

Local Aid Infrastructure Fund 2019  
LAIF-2019-Rowan University Fossil Park Entra-00077  
Signature Page

Title of presiding officer who will be signing this application/agreement: Freeholder Director

Please [Click here](#) download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT  
WITH REMINGTON & VERNICK ENGINEERS**

**WHEREAS**, by Resolution adopted on December 7, 2017, the County of Gloucester (“County”) awarded contract to Remington & Vernick Engineers for \$86,775.00 for professional engineering design services regarding reconstruction of County Bridge 5-B-5 on Oldmans Creek Road, CR 602, over Indian Run in Woolwich Township as per RFP-017-029, known as Engineering Project #17-15 (hereinafter the “Project”); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended an amendment to the contract to extend the term to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), and to increase the contract by \$7,000.00, which is necessary for final design services; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds for \$7,000.00, pursuant to CAF #17-10645, which amount shall be charged against budget line item C-04-17-019-315-19211.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to a contract amendment with Remington & Vernick to extend the contract until completion of the Project pursuant to N.J.S.A. 40A:11-15(9), and to increase the contract by \$7,000.00, for a new total contract amount of \$93,775.00.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 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  
REMINGTON & VERNICK ENGINEERS**

**THIS** is an amendment to a Contract entered into on the 7<sup>th</sup> day of **December, 2017** by and between the **County of Gloucester**, hereinafter referred to as “**County**”, and **Remington & Vernick Engineers** of 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as “**Contractor**”.

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

**The Contract is hereby amended to extend the term of the Contract until completion of the County Bridge 5-B-5 on Oldmans Creek Road in Woolwich Township project (known as Engineering Project #17-15), pursuant to N.J.S.A. 40A:11-15(9).**

**The Contract is further amended to increase the contract amount by \$7,000.00 (CAF #17-10645) for said additional, final engineering design services, for a new total contract amount of \$93,775.00.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 19<sup>th</sup> day of **December, 2018**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**REMINGTON & VERNICK ENGINEERS**

\_\_\_\_\_  
**By:  
Title:**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT  
WITH IH ENGINEERS, P.C.**

**WHEREAS**, by Resolution adopted on September 6, 2017, the County of Gloucester ("County") awarded a professional services contract to IH Engineers, P.C. for \$126,654.54 for construction management and inspection services as per RFP-017-025, regarding the County's Local Bridge Rehabilitation project, known as Engineering Project #16-06, (hereinafter the "Project"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended an amendment to the contract to extend the term to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), and to increase the contract by \$8,432.64, which is necessary for final design services; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds for \$8,432.64, pursuant to CAF #17-07654, which amount shall be charged against budget line item C-04-16-016-165-16234; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to a contract amendment with IH Engineers, P.C. to extend the contract until completion of the Project pursuant to N.J.S.A. 40A:11-15(9), and to increase the contract by \$8,432.64, for a new total contract amount of \$135,087.18.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 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  
IH ENGINEERS, P.C.**

**THIS** is an amendment to a Contract entered into on the 6<sup>th</sup> day of **September, 2017** by and between the **County of Gloucester**, hereinafter referred to as “**County**”, and **IH Engineers, P.C.** of 103 College Road East, Princeton, NJ 08540, hereinafter referred to as “**Contractor**”.

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

**The Contract is hereby amended to extend the term of the Contract until completion of the local bridge rehabilitation project (known as Engineering Project #16-06), pursuant to N.J.S.A. 40A:11-15(9).**

**The Contract is further amended to increase the contract amount by \$8,432.64 (CAF #17-07654) for said additional, final construction management and inspection services, for a new total contract amount of \$135,087.18.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 19<sup>th</sup> day of **December, 2018**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**IH ENGINEERS, P.C.**

\_\_\_\_\_  
**By:  
Title:**

**RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY**

**WHEREAS**, on August 23, 2017, the Gloucester County Board of Chosen Freeholders authorized a Shared Services Agreement with Rowan College at Gloucester County from July 1, 2017 to June 30, 2027 to serve as the Operating Agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP), which includes providing Work First New Jersey, General Assistance and Supplemental Nutrition Assistance Program recipients who reside in Gloucester County job skills development and training, life skill and an adult literacy program that would lead to their earning a diploma or permanent employment; and

**WHEREAS**, this Amendment to the Agreement is necessary in order to expand the services available to provide computer literacy, educational assessments, life skills and job search assistance workshops to qualified county residents with the term of the Amendment to run concurrent with the original Agreement; and

**WHEREAS**, all other terms and provisions of the original Agreement, including the standard annual contractual amount, are unchanged and 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 Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the Shared Services Agreement between the County of Gloucester and Rowan College at Gloucester County consistent with the foregoing.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN  
ROWAN COLLEGE AT GLOUCESTER COUNTY  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to a Shared Services Agreement which was initially entered into on 23<sup>RD</sup> August, 2017, between the Rowan College at Gloucester County (“Local Unit”) and the County of Gloucester (“County”).

In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Local Unit and County hereby agree to amend the Agreement as follows:

- **To expand the services provided by the Local Unit to include computer literacy, educational assessments, life skills and job search assistance workshops to qualified county residents.**

All other terms and provisions of the Agreement and conditions set forth therein that are consistent with this Amendment and State requirements and guidelines, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 19th day of December, 2018.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROWAN COLLEGE AT  
GLOUCESTER COUNTY**

\_\_\_\_\_  
**DR. FREDERICK KEATING, PRESIDENT**

**RESOLUTION TO ACCEPT FUNDING FROM THE UNITED STATES SECRET  
SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM  
OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR \$15,000.00**

**WHEREAS**, the Gloucester County Prosecutor's Office, Electronic Crimes Task Force ("ECTF"), among other things, serves to conduct investigations and provide technical assistance regarding computers, digital equipment or other advanced technology when it is used to facilitate a criminal act or may be objects of an attack; and

**WHEREAS**, the County Prosecutor's Office previously entered into a Memorandum of Understanding with the United States Secret Service to establish procedures and responsibilities for the funding of certain costs and other expenses relative to said investigations; and

**WHEREAS**, the County of Gloucester, Office of the Prosecutor desires to continue said funding in accordance with the existing Memorandum of Understanding and acknowledges that grants funds in the amount of \$15,000.00 will be received for the period October 1, 2018 to September 30, 2019.

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

1. That continuation of the Memorandum of Understanding with the U.S. Secret Service allocating funds to be used by the County Prosecutor's Office is hereby ratified.
2. That the County authorizes the grant application and accepts the grants funds in the amount of \$15,000.00, and shall comply with all applicable regulations of the funding authority, and that the Office of the County Prosecutor shall be responsible for grant implementation.
3. That the Freeholder Director and the Clerk of the Board are hereby authorized to execute all documents necessary to complete the process of applying for and acquiring the grant funds.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

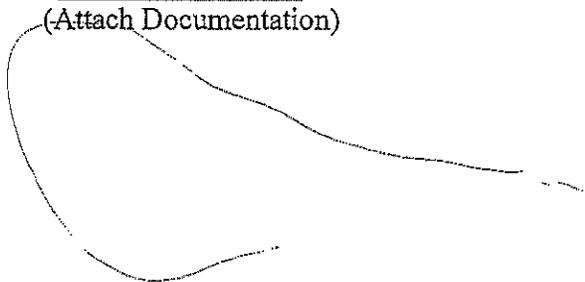
\_\_\_\_\_  
**LAURIE J. BURNS,  
CLERK OF THE BOARD**

**GRANT REQUEST FORM**

DATE: 12/4/18

- 1. TYPE OF GRANT  
       NEW GRANT              X   RENEWAL
  
- 2. GRANT TITLE: Electronic Crimes Task Force
  
- 3. GRANT TERM: FROM: 10/1/18 TO: 9/30/19
  
- 4. DATE APPLICATION DUE TO GRANTOR: N/A
  
- 5. CFDA NUMBER: \_\_\_\_\_
  
- 6. STATE GRANT NUMBER: \_\_\_\_\_
  
- 7. COUNTY DEPARTMENT: Prosecutors Office
  
- 8. DEPT. CONTRACT PERSON & PHONE NO. Greg Malesich x5626
  
- 9. NAME OF FUNDING AGENCY: United States Secret Service
  
- 10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The United States Secret Service is providing the Gloucester County Prosecutors Office with \$15,000 in continuation funding for our Electronic Crimes Task Force. The funds can be used for computer hardware/software, licenses Computer forensic workstations and other equipment and supplies needed for this unit or other law enforcement purposes.
  
- 11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes
  
- 12. INDIRECT COST (IC) RATE 0 %
  
- 13. IC CHARGED TO GRANT : \$ 0.00

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>15,000</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH (Attached Documentation)	\$ _____	(Attach Documentation)



TOTAL PROGRAM BUDGET \$ 15,000

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ \_\_\_\_\_

TOTAL OTHER EXPENSES (b): \$ 15,000

TOTAL FRINGE (c): \$ \_\_\_\_\_

TOTAL PROGRAM COST (d): \$ 15,000

TOTAL GRANT FUNDING (e): \$ 15,000

TOTAL COUNTY FUNDING (f): \$ \_\_\_\_\_

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.

**RESOLUTION ACCEPTING FUNDS REGARDING THE FFY17 STOP VIOLENCE AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$41,450.00 WITH A REQUIRED MINIMUM 25% IN-KIND MATCH, FOR GRANT PERIOD JUNE 1, 2018 TO MAY 31, 2019**

**WHEREAS**, by Resolution adopted on April 4, 2018, the Gloucester County Board of Chosen Freeholders authorized an application to the NJ Department of Law & Public Safety by the County Prosecutor’s Office for federal funds under the FFY17 STOP Violence Against Women Act (VAWA) Grant; and

**WHEREAS**, grant funds were awarded in the amount of \$41,450.00, with a required minimum 25% in-kind match, which will be used to develop and implement effective law enforcement and prosecution strategies, as well as enhanced victim services to combat violence against women, for the project allocation period June 1, 2018 to May 31, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the grant funds awarded pursuant to the FFY17 STOP Violence Against Women Act (VAWA) Grant as referenced hereinabove, and will comply with all applicable regulations of the granting authority including the provision of 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 Wednesday, December 19, 2018 at Woodbury, New Jersey.

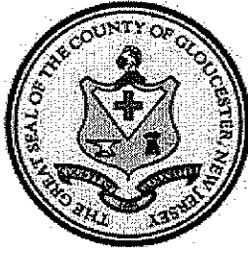


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



County of Gloucester

***RESOLUTION ACCEPTING FUNDS REGARDING THE FFY17 STOP VIOLENCE  
AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$41,450.00 WITH A  
REQUIRED MINIMUM 25% IN-KIND MATCH, FOR GRANT PERIOD  
JUNE 1, 2018 TO MAY 31, 2019***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 19<sup>th</sup> day of **December, 2018**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

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**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

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;<sup>1</sup> 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.**

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<sup>1</sup> 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 AUTHORIZING AWARD OF SPLIT CONTRACTS WITH CAMDEN BAG & PAPER CO., LLC, W.B. MASON COMPANY, INC., AND GENERAL CHEMICAL & SUPPLY, INC. FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR PER YEAR**

**WHEREAS**, the County of Gloucester had advertised and received sealed bids for the supply and delivery of janitorial products for use at County facilities, as per bid PD 18-067; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Camden Bag & Paper, Co., LLC, of 200 Connecticut Drive, Burlington, NJ 08016, was the lowest responsive and responsible bidder to perform said services for items 1, 6, 8, 11, 14, 15, 16, 21, 23, 25, 26, 38, 39, 48, 49, 51, 52, 53, 56, 57, 58, 61, 63, 64, 65, 71, 73, 74, 80, 83, 84, 85, 86, 87, 88, 93, 99, 103, 104, 111, 112, 115, 125, 126, 127, 128, 129, and 130, in an amount not to exceed \$40,000.00 per year; and

**WHEREAS**, after following proper public bidding procedure, it was determined that W.B. Mason Company, Inc., of 151 Heller Place, Bellmawr, NJ 08031, was the lowest responsive and responsible bidder to perform said services for items 2, 3, 12, 19, 30, 34, 36, 37, 55, 59, 60, 69, 72, 76, 78, 79, 90, 91, 92, 94, 95, 96, 97, 98, 100, 101, 106, 110, 114, 121, 122, and 124, in an amount not to exceed \$40,000.00 per year; and

**WHEREAS**, after following proper public bidding procedure, it was determined that General Chemical and Supply, Inc., of 858 N. Lenola Road, Unit 1 A, Moorestown, NJ 08057, was the lowest responsive and responsible bidder to perform said services for items 5, 7, 9, 10, 13, 17, 18, 20, 22, 24, 27, 29, 31, 35, 40, 54, 62, 66, 67, 68, 77, 81, 82, 89, 102, 105, 107, 108, 113, 117, and 123, in an amount not to exceed \$40,000.00 per year; and

**WHEREAS**, The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of these Contract beyond December 31, 2018 is conditioned upon the approval of the 2019 and subsequent Gloucester County budgets.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Contracts for the supply and delivery of janitorial products, and in accordance with and pursuant to the bids submitted by Camden Bag & Paper, Co., LLC, W.B. Mason Company, Inc., and General Chemical and Supply, Inc., and the specifications promulgated by the County, that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Contracts with the above Vendors for the aforementioned purpose on behalf of the County of Gloucester; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
GENERAL CHEMICAL AND SUPPLY, INC.**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 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 **GENERAL CHEMICAL & SUPPLY, INC.**, with offices at 858 Lenola Road, Unit 1 A, Moorestown, NJ 08057, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of janitorial products to the County of Gloucester, as set forth in **PD 18-067**; 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. **TERMS**. This Contract shall be effective from December 19, 2018 to December 18, 2020.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 18-067, in an amount not to exceed \$40,000.00 per year, for items 5, 7, 9, 10, 13, 17, 18, 20, 22, 24, 27, 29, 31, 35, 40, 54, 62, 66, 67, 68, 77, 81, 82, 89, 102, 105, 107, 108, 113, 117, and 123.

It is agreed and understood that this is an open-ended Contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the Contract after December 31, 2018 is specifically conditioned upon approval of the 2019 and subsequent Gloucester County Budgets.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-067, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. 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 as follows:

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the 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 identified as PD 18-067, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 18-067, and the bidder's bid package, all of which are referred to and incorporated herein. 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 dated this 19<sup>th</sup> day of December, 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:**

**GENERAL CHEMICAL AND SUPPLY, INC.**

\_\_\_\_\_  
**DAVID MCDONOUGH, PRESIDENT**

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
W.B. MASON COMPANY, INC.**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 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 **W.B. MASON COMPANY, INC.**, with offices at 151 Heller Place, Bellmawr, NJ 08031, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of janitorial products to the County of Gloucester, as set forth in **PD 18-067**; 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. **TERMS**. This Contract shall be effective from December 19, 2018 to December 18, 2020.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 18-067, in an amount not to exceed \$40,000.00 per year, for items 2, 3, 12, 19, 30, 34, 36, 37, 55, 59, 60, 69, 72, 76, 78, 79, 90, 91, 92, 94, 95, 96, 97, 98, 100, 101, 106, 110, 114, 121, 122, and 124.

It is agreed and understood that this is an open-ended Contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the Contract after December 31, 2018 is specifically conditioned upon approval of the 2019 and subsequent Gloucester County Budgets.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-067, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. 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 as follows:

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the 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 identified as PD 18-067, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 18-067, and the bidder's bid package, all of which are referred to and incorporated herein. 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 dated this 19<sup>th</sup> day of December, 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:**

**W.B. MASON COMPANY, INC.**

\_\_\_\_\_  
**DANIEL ORR, JR., SENIOR V.P.**

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
CAMDEN BAG & PAPER, CO., LLC**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 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 **CAMDEN BAG & PAPER, CO., LLC**, with offices at 200 Connecticut Drive, Burlington, NJ 08016, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of janitorial products to the County of Gloucester, as set forth in **PD 18-067**; 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. **TERMS**. This Contract shall be effective from December 19, 2018 and December 18, 2020.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 16-067, in an amount not to exceed \$45,000.00 per year, for items 1, 6, 8, 11, 14, 15, 16, 21, 23, 25, 26, 38, 39, 48, 49, 51, 52, 53, 56, 57, 58, 61, 63, 64, 65, 71, 73, 74, 80, 83, 84, 85, 86, 87, 88, 93, 99, 103, 104, 111, 112, 115, 125, 126, 127, 128, 129, and 130.

It is agreed and understood that this is an open-ended Contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the Contract after December 31, 2018 is specifically conditioned upon approval of the 2019 and subsequent Gloucester County Budgets.

Vendor shall be paid in accordance with this Contract document upon receipt of an Invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-067, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. 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 as follows:

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the 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 identified as PD 18-067, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 18-067, and the bidder's bid package, all of which are referred to and incorporated herein. 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 dated this 19<sup>th</sup> day of December, 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:**

**CAMDEN BAG & PAPER CO., LLC**

\_\_\_\_\_  
**ROBERT THOMAS, PRESIDENT**







**RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS WITH COOPER ELECTRIC SUPPLY CO., INC., IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR; GRAYBAR ELECTRIC CO. INC. AND BILLOWS ELECTRIC SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR, PER VENDOR FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies for use at any of its buildings or sites; and

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the supply and delivery of such electrical parts and supplies, as set forth in PD-18-068; which bids were publicly received and opened on November 9, 2018; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Cooper Electric Supply Co., Inc., 1 Matrix Drive, Monroe, NJ 08831, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 3, 4, 5, 6, 7, 8, 10, 11, 13, 18, 19, 20, 21, 23, 28, 29, 30, 34, 35, 36, 37, 38, 39, 42, 43, 47, 49, 50, 51, 54, 59, 61, 62, 63, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 79, 80, 81, 84, 85, 88, 89, 92, 93, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 126, 127, 129, 130, 142, 143, 144, 145, 147, 148, 149, 150, 151, 152, 153, 154, 156, 158, 160, 165, 170, 172, 173, 174, 176, 177, 178, 179, 180, 181, 183, 184, 185, 190, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 221, 227, 228, 229, 230, 231, 232, 234, 235, 237, 238, 240, 241, 242, 244, 248, 249, 257, 258, 260, 261, 262, 263, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 295, 299, 302, 305, 309, 310, 318, 326, 329, 333, 334, 335, 336, 337, 338, 340, 341, and 346, in an amount not to exceed \$50,000.00 per year from December 19, 2018 to December 18, 2020; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Billows Electric Supply Co., Inc., 1813 Underwood Blvd., Delran, NJ 08075, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 9, 12, 14, 16, 22, 24, 25, 31, 32, 33, 41, 44, 45, 46, 56, 60, 64, 66, 76, 77, 83, 87, 90, 91, 107, 128, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 146, 155, 157, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 175, 186, 187, 188, 189, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 218, 219, 220, 222, 223, 224, 225, 226, 236, 245, 246, 247, 250, 251, 252, 253, 254, 255, 256, 259, 276, 298, 300, 304, 306, 321, 322, 323, 324, 325, 327, 328, 331, 339, 342, 343, 344, and 345, in an amount not to exceed \$30,000.00 per year from December 19, 2018 to December 18, 2020; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Graybar Electric Co., Inc., 800 Huyler Street, Teterboro, NJ 07608, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 1, 2, 15, 26, 27, 40, 48, 52, 53, 55, 57, 58, 78, 82, 86, 94, 125, 131, 182, 233, 243, 264, 293, 294, 298, 297, 303, 307, 308, 312, 313, 314, 315, 316, 317, 332, and 347, in an amount not to exceed \$30,000.00 from December 19, 2018 to December 18, 2020; and

**WHEREAS**, these Contracts are open-ended, and do not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contracts beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the execution of Contracts with Cooper Electric Supply Co., Inc. in an amount not to exceed \$50,000.00 per year and Billows Electric Supply, Inc. and Graybar Electric Co., Inc., in an amount not to exceed \$30,000.00 per year; per vendor, for the supply and delivery of various electrical parts and supplies, per bid specifications PD-18-068, from December 19, 2018 to December 18, 2020; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**Billows**

9	171	331
12	175	339
14	186	342
16	187	343
22	188	344
24	189	345
25	191	
31	192	
32	193	
33	194	
41	195	
44	196	
45	197	
46	198	
56	199	
60	200	
64	218	
66	219	
76	220	
77	222	
83	223	
87	224	
90	225	
91	226	
107	236	
128	245	
132	246	
133	247	
134	250	
135	251	
136	252	
137	253	
138	254	

**Cooper**

3	84	151	235	318
4	85	152	237	326
5	88	153	238	329
6	89	154	240	333
7	92	156	241	334
8	93	158	242	335
10	95	160	244	336
11	96	165	248	337
13	97	170	249	338
18	98	172	257	340
19	99	173	258	341
20	100	174	260	346
21	101	176	261	
23	102	177	262	
28	103	178	263	
29	104	179	265	
30	105	180	266	
30	106	181	267	
34	108	183	268	
35	109	184	269	
36	110	185	270	
37	111	190	271	
38	112	201	272	
39	113	202	273	
42	114	203	274	
43	115	204	275	
47	116	205	277	
49	117	206	278	
50	118	207	279	
51	119	208	280	
54	120	209	281	
59	121	210	282	
61	122	211	283	

**Gray Bar**

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139	255	62	123	212	284	316
140	256	63	124	213	285	317
141	259	65	126	214	286	332
146	276	67	127	215	287	347
155	298	68	129	216	288	
157	300	69	130	217	289	
159	304	70	142	218	290	
161	306	71	143	221	291	
162	321	72	144	227	292	
163	322	73	145	228	295	
164	323	74		229	299	
166	324	75	147	230	302	
167	325	79	148	231	305	
168	327	80	149	232	309	
169	328	81	150	234	310	

#146 BILLOWS AND COPPER SAME PRICE- GAVE TO BILLOWS  
# 26 BILLOWS AND GRAY BAR SAME PRICE GAVE TO GRAY BAR

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
COOPER ELECTRIC SUPPLY CO., INC.**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **COOPER ELECTRIC SUPPLY CO., INC.**, with offices at 1 Matrix Drive, Monroe, NJ 08831, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD 18-068; and

**WHEREAS**, Vendor represents that it is qualified to supply and deliver said parts and supplies 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. **CONTRACT TERMS**. This Contract shall be effective for a two (2) year period from December 19, 2018 to December 18, 2020.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 18-068, in an amount not to exceed \$50,000.00 per year, for certain parts and supplies specified as line item numbers 3, 4, 5, 6, 7, 8, 10, 11, 13, 18, 19, 20, 21, 23, 28,29, 30, 34, 35, 36, 37, 38, 39, 42, 43, 47, 49, 50, 51, 54, 59, 61, 62, 63, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 79, 80, 81, 84, 85, 88, 89, 92, 93, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 126, 127, 129, 130, 142, 143, 144, 145, 147, 148, 149, 150, 151, 152, 153, 154, 156, 158, 160, 165, 170, 172, 173, 174, 176, 177, 178, 179, 180, 181, 183, 184, 185, 190, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 221, 227, 228, 229, 230, 231, 232, 234, 235, 237, 238, 240, 241, 242, 244, 248, 249, 257, 258, 260, 261, 262, 263, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 295, 299, 302, 305, 309, 310, 318, 326, 329, 333, 334, 335, 336, 337, 338, 340,341, and 346 consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an

invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-068, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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.

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

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the

labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 18-068, which is specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. **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.

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 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract

taking effect.

Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the services which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.
17. **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 written approval of the County.
18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

**19. CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD 18-068, 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.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

**THIS CONTRACT** is dated this 19<sup>th</sup> day of December, 2018.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**COOPER ELECTRIC SUPPLY CO., INC.**

\_\_\_\_\_  
**TANIA RODRIGUES,  
GOV'T MGR.**

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
BILLOWS ELECTRIC SUPPLY CO., INC.**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BILLOWS ELECTRIC SUPPLY CO., INC.**, with offices at 1813 Underwood Blvd., Delran, NJ 08075, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD 18-068; and

**WHEREAS**, Vendor represents that it is qualified to supply and deliver said parts and supplies 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. **CONTRACT TERMS**. This Contract shall be effective for a two (2) year period from December 19, 2018 to December 18, 2020.
  
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 18-068, in an amount not to exceed \$30,000.00 per year, for certain parts and supplies specified as line item numbers 9, 12, 14, 16, 22, 24, 25, 31, 32, 33, 41, 44, 45, 46, 56, 60, 64, 66, 76, 77, 83, 87, 90, 91, 107, 128, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 146, 155, 157, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 175, 186, 187, 188, 189, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 218, 219, 220, 222, 223, 224, 225, 226, 236, 245, 246, 247, 250, 251, 252, 253, 254, 255, 256, 259, 276, 298, 300, 304, 306, 321, 322, 323, 324, 325, 327, 328, 331, 339, 342, 343, 344, and 345 consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

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

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-068, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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.

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

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

The Vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 18-068, which is specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. **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.

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 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect.

Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the

County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the services which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.
17. **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 written approval of the County.
18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD 18-068, 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.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

**THIS CONTRACT** is dated this 19<sup>th</sup> day of December, 2018.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**BILLOWS ELECTRIC SUPPLY CO., INC.**

\_\_\_\_\_  
**MICHAEL CUCINOTTA, V.P.**

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

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **GRAYBAR ELECTRIC CO., INC.**, with offices at 800 Huyler Street, Teterboro, NJ 07608, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD 18-068; and

**WHEREAS**, Vendor represents that it is qualified to supply and deliver said parts and supplies 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. **CONTRACT TERMS**. This Contract shall be effective for a two (2) year period from December 19, 2018 to December 18, 2020.
  
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 18-068, in an amount not to exceed \$30,000.00 per year, for certain parts and supplies specified as line item numbers 1, 2, 15, 26, 27, 40, 48, 52, 53, 55, 57, 58, 78, 82, 86, 94, 125, 131, 182, 233, 243, 264, 293, 294, 298, 297, 303, 307, 308, 312, 313, 314, 315, 316, 317, 332, and 347 consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall

be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 18-068, which is 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 shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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.

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

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

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

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 18-068, which is specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. **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.

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 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect.

Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the services which

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

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

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

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

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD 18-068, 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.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its

Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

**THIS CONTRACT** is dated this 19<sup>th</sup> day of December, 2018.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**GRAYBAR ELECTRIC CO., INC.**

\_\_\_\_\_

\_\_\_\_\_  
**KYLE KOCH,  
DIRECTOR OF FINANCE**

**RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NEW JERSEY DIVISION OF DISABILITY SERVICES FOR THE 2019 TITLE XX GRANT IN THE AMOUNT OF \$60,733.00, WITH AN IN KIND MATCH OF \$5,384.00, TOTALING \$66,117.00**

**WHEREAS**, the Division of Transportation Services desires to accept a Grant Agreement for the 2019 Title XX Grant which will assist the County of Gloucester in providing transportation services for elderly, blind and visually impaired persons, person with disabilities and low-income residents who are SSBG eligible and unable to utilize public or conventional transportation; and

**WHEREAS**, the Gloucester County Division of Human & Disability Services Division of Transportation Services (DTS) provides fare-free, non-emergency, curb-to-curb service to senior citizens, persons with disabilities and low-income residents of Gloucester County on an advance reservation and/or subscription basis; and

**WHEREAS**, the County is eligible to receive a total of \$60,733.00 under the 2019 Title XX Grant with an in kind match County match of \$5,384.00.00, for a total program budget of \$66,117.00 for the grant period from January 1, 2019 to December 31, 2019; and

**WHEREAS**, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the Grant Agreement referenced hereinabove, the resulting agreement and any other documents necessary at this time to accept this grant and carry out the objectives of this resolution; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**GRANT REQUEST FORM**

DATE: 11/19/18

- 1. TYPE OF GRANT  
 NEW GRANT       RENEWAL
- 2. GRANT TITLE: 19AQHS – 2019 Title XX Transportation
- 3. GRANT TERM: FROM: 01/01/19 TO: 12/31/19
- 4. DATE APPLICATION DUE TO GRANTOR: 11/30/18
- 5. CFDA NUMBER: 464
- 6. STATE GRANT NUMBER: 19AQHS
- 7. COUNTY DEPARTMENT: Division of Human & Disability Services / DTS
- 8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny, Director 856-384-6870
- 9. NAME OF FUNDING AGENCY: State of NJ Division of Disability Services

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Gloucester County DTS uses these funds to support vocational training transportation for disabled residents and low-income residents for their local appointments.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE 31.7 %

13. IC CHARGED TO GRANT : \$5,384.00

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>60,733.00</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH (Attached Documentation)	\$ <u>5,384.00</u>	(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>66,117.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 4,273.00

TOTAL OTHER EXPENSES (b): \$ 60,773.00

TOTAL FRINGE (c): \$ 2,581.00

TOTAL PROGRAM COST (d): \$ 67,586.89

TOTAL GRANT FUNDING (e): \$ 60,733.00

TOTAL COUNTY FUNDING (f): \$ 6,854.00

DEPT. HEAD: *Linda Arroy*  
Signature

DATE: 12/5/18

\*\*\*PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

\*\*\*IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

\*\*\*IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

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**BUDGET AMENDMENT FORM**

DATE: 11/19/18

- 1. GRANT TITLE: 19AQHS – Title XX Transportation
- 2. DEPARTMENT: Division of Human & Disability Services
- 3. FUNDING AGENCY CONTACT PERSON: Lisa Cerny, Director
- 4. FUNDING AGENCY PHONE NUMBER: 856-384-6874
- 5. GRANT AMOUNT: \$ 60,733.00
- 6. A. CASH MATCH AMOUNT: \$ \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \$ 5,384.00
- C. MODIFICATION AMOUNT: \$ \_\_\_\_\_
- D. NEW TOTAL: \$ 66,117.00
- 8. CONTRACT PERIOD: FROM: 01/01/19 TO: 12/31/19
- 9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: \_\_\_\_\_  
QUARTERLY: X  
END OF CONTRACT: \_\_\_\_\_  
ADVANCE: \_\_\_\_\_  
OTHER (EXPLAIN): \_\_\_\_\_

- 10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY X END OF CONTRACT \_\_\_\_\_

LIST DATES REPORTS ARE DUE: 4/20/19, 7/20/19, 10/20/19, 1/20/20

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11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: This grant has been available since 1983.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Title XX Grant Funding

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES X NO \_\_\_\_\_

DEPARTMENT HEAD: *Jim A. Corry*  
Signature

DATE: 12/5/18

\*\*\*WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

\*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**Department: Human Services Division of Transportation Services**

**Grant Title: Title XX**

**Salary and Wages Detail**

List all Employees within the program  
 insert more lines if necessary  
 Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary  
 2018 Fringe is 60.4% for PERS and 71.02% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Dana Convery	Supervising Omnibus Operator	\$ 4,273	60.40%	\$ 2,580.89	\$ -	\$ 6,853.89	\$ 6,853.89
		\$ 4,273		\$ 2,581	\$ -	\$ 6,854	\$ 6,854
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
G-02-19-463-333-10101	\$ 4,233.00		\$ 4,233.00
G-02-19-463-333-20299	\$ 56,500.00	\$ -	\$ 56,500.00

\$ 60,733.00	\$ -	\$ 60,733.00
		(b)

Total Program Cost	Grant	County	Total
\$	60,733.00	\$ 6,854	\$ 67,586.89
	(e)	(f)	(d)

**Grant Funding History**

	New	18-XXX	17-XXX	16-XXX	15-XXX
S&W, Fringe	\$ 4,233.00	\$ 51,733.00	\$ 51,733.00	\$ 51,733.00	\$ 51,733.00
OE	\$ 56,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
	\$ 60,733.00	\$ 60,733.00	\$ 60,733.00	\$ 60,733.00	\$ 60,733.00

**2019 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS  
TITLE XX GRANT**

101	<b>SALARIES &amp; WAGES</b> - Salary related charges to pay for services rendered for outsourced trips for the Division of Transportation Services, County of Gloucester.	\$4,276
299	<b>OUTSIDE EXPENSES</b> - Payment to S.C.U.C.S. for services rendered related to transportation for the disabled to area workshops and related salaries.	\$56,457
<b>TOTAL</b>		<b>\$60,733</b>

Form C-2  
Department Code 333-002  
Submission Date December 4, 2018  
Revision Date \_\_\_\_\_

Department - Human Services (DTS)

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$513,000.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019**

**WHEREAS**, The County of Gloucester seeks to enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services for the 2019 Personal Assistance Services Program (PASP) Grant, to continue to provide personal assistance to eligible residents between the ages of 18 and 70 who have permanent physical disabilities; and

**WHEREAS**, recipients of PASP services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions; and

**WHEREAS**, PASP is a "Cash Model Program", with a County Coordinator and a fiscal intermediary, Community Access Unlimited, Inc. (CAU), by which recipients manage their personal care services through the receipt of a cash allowance. The residents/consumers hire their own assistants and are reimbursed through CAU; and

**WHEREAS**, the County is eligible to receive a total of \$513,000.00 under the 2019 Personal Assistance Services Program, for the grant period from January 1, 2019 to December 31, 2019 allocated as follows:

• 80% Direct Services with CAU	<b>\$ 415,530.00</b>
• 10% Administrative Fee to the County	<b>\$ 51,300.00</b>
• <u>10% Administrative Fee to the CAU</u>	<b><u>\$ 46,170.00</u></b>
<b>Total</b>	<b>\$ 513,000.00</b>

**WHEREAS**, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the Agreement referenced hereinabove, and any other documents necessary at this time to accept this grant and to carry out the objectives of this resolution; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

# BUDGET AMENDMENT FORM

DATE: 11/30/18

1. GRANT TITLE: Personal Assistance Services Program
2. DEPARTMENT: Division of Disability Services
3. FUNDING AGENCY CONTACT PERSON: Elisa Neira, Deputy Commissioner, NJ Department of Human Services
4. FUNDING AGENCY PHONE NUMBER: 609-292-3717
5. GRANT AMOUNT: \$51,300
6. A. CASH MATCH AMOUNT: \$ \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \$ \_\_\_\_\_
- C. MODIFICATION AMOUNT: \$ \_\_\_\_\_
- D. NEW TOTAL: \$51,300
8. CONTRACT PERIOD: FROM: 1/1/19 TO: 12/31/19
9. HOW DOES COUNTY RECEIVE PAYMENT?:  
MONTHLY: \_\_\_\_\_  
QUARTERLY: X \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
ADVANCE: \_\_\_\_\_  
OTHER (EXPLAIN): \_\_\_\_\_
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY X END OF CONTRACT \_\_\_\_\_

LIST DATES REPORTS ARE DUE: 4/30/18, 7/31/18, 10/31/18, and 1/31/18

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11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Resolution authorizing the county to apply to and to enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services, for the renewal of the Personal Assistance Services Program Grant from January 1, 2019 to December 31, 2019 in the amount of \$513,000 (\$51,300 administrative fee paid the County, \$46,170 administrative fee paid to CAU, \$415,530 direct services for consumers banked at CAU).  
\_\_\_\_\_  
\_\_\_\_\_

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

DEPARTMENT HEAD:

*Sara A. Curry*  
Signature

DATE: 11/30/18

\*\*\*WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

\*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED



State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
PO Box 705  
TRENTON, NJ 08625-0705

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

DIVISION OF DISABILITY SERVICES

CAROLE JOHNSON  
*Commissioner*

ELISA NEIRA  
*Deputy Commissioner*

October 16, 2018

Lisa A. Cerny, Director  
Gloucester County Division of Disability Services  
115 Budd Boulevard  
West Deptford, NJ 08096

Re: Contract #19ARHS

Dear Ms. Cerny:

I am writing you concerning the renewal of your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

**The 2019 PASP total allocation for Gloucester County is \$513,000.00. The County will receive 10% of that total amount, or \$51,300.00 in administrative fees for the period of January 1, 2019 through December 31, 2019. Please use this amount on your 2019 PASP contract documents.** The Division of Disability Services (DDS) reserves the right to reassess funding and modify the award based on review of expenditure reports, monthly case reports, etc.

Community Access Unlimited, Inc. (CAU) will receive 10% of the remaining 90% of the above total allocation, or \$46,170.00, for the Fiscal Intermediary fees with the remaining balance of 80%, or \$415,530.00, being held for Direct Service for Consumers.

**Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts dated June 10, 2010 with an effective date of July 1, 2010.**

Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Party Contract. **The Required Contract Documents Checklist indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed, and returned ensuring your contract package includes all the required documents on the checklist.**

**The complete contract renewal package should be returned by December 31, 2018 to:**

Erica L. Larsen, Contract Administrator  
NJ Department of Human Services  
Division of Disability Services  
P.O. Box 705  
Trenton, New Jersey 08625-0705

Following the approval of the renewal package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your continued partnership with the Division through the Personal Assistance Services Program will help enhance the provision and delivery of quality services rendered to your customers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elisa Neira', with a long horizontal flourish extending to the right.

Elisa Neira  
Deputy Commissioner

C: Dianna Maurone  
Thomas Wojtowicz

**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2019 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, IN THE AMOUNT OF \$567,019.00 WITH A CASH MATCH OF \$82,775.00 TOTALING \$649,794.00**

**WHEREAS**, the County seeks to file a grant application with New Jersey Department of Human Services, Division of Mental Health and Addiction Services, for the 2019 Comprehensive Alcohol and Drug Abuse Services Grant; and

**WHEREAS**, this funding provides comprehensive addiction services including: prevention, intervention, residential detoxification, residential treatment, out-patient treatment, half-way house services, outpatient opiate abuse treatment, and sober living recovery support services for Gloucester County residents in need of these services; and

**WHEREAS**, the County is eligible to receive \$567,019.00 from the 2019 Comprehensive Alcohol and Drug Abuse Services Grant, with a cash match of \$82,775.00, for a program total of \$649,794.00 for the grant period from January 1, 2019 to December 31, 2019; and

**WHEREAS**, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other documents necessary at this time to carry out the objectives of this resolution including acceptance of the grant; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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



(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 649,794

13. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$154,097\*

\*(Note: \$600 of PT- LACADA Secretary not included in Fringe Calculation Below)

TOTAL OTHER EXPENSES (b): \$ 445,697

TOTAL FRINGE (c): \$ 92,712 (Note: Per 2018 Rate of 60.40% of \$153,497)

TOTAL PROGRAM COST (d): \$692,506

TOTAL GRANT FUNDING (e): \$ 567,019

TOTAL COUNTY FUNDING (f): \$125,487 (Includes County Match Requirement of \$82,775)

DEPT. HEAD: Lisa A. Lynn, CPA  
Signature

DATE: 12/7/2018

\*\*\*PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

\*\*\*IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

\*\*\*IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

---

# BUDGET AMENDMENT FORM

(pink paper)

DATE: 11/21/18

1. GRANT TITLE: Gloucester Co. Comprehensive Additions Services - #19-530-ADA-0

2. DEPARTMENT: Gloucester County Health and Human Services

3. FUNDING AGENCY CONTACT PERSON: Dr. Robert Culleton

4. FUNDING AGENCY PHONE NUMBER: (609) 633-9798

5. GRANT AMOUNT: \$ 567,019

6. A. CASH MATCH AMOUNT: \$ 82,775  
(Attach mandated documentation)

B. IN-KIND MATCH: \$ 0000

C. MODIFICATION AMOUNT: \$ 00000

D. NEW TOTAL: \$ 649,794

8. CONTRACT PERIOD: FROM: 1/1/19 TO 12/31/19

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: \_\_\_\_\_

QUARTERLY:   X  

END OF CONTRACT: \_\_\_\_\_

ADVANCE: \_\_\_\_\_

OTHER (EXPLAIN): \_\_\_\_\_

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES   X   NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY   X   END OF CONTRACT \_\_\_\_\_

LIST DATES REPORTS ARE DUE: On the 15<sup>th</sup> of month following the quarter of  
the calendar year: April 15, July 15,  
October 15, January 15 of following year

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES  X  NO \_\_\_\_\_  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES  X  NO \_\_\_\_\_  
EXPLAIN:  Majority of these grant dollars are legally mandated by NJPL 1989 Chapter 51, 1989

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:  To provide Treatment and Prevention Services of Alcohol and Drug Abuse for Gloucester county residents in accordance with Needs Assessment, process promulgated by the Grantor, the NJ Div. Of Mental Health and Addiction Services. Services include Detoxification, Residential and Outpatient Treatment, Evaluations, Prevention, Education and Intervention Services as approved by Grantor and subcontracted to provider agencies.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
 YES- X- (within certain parameters)   
 NO

DEPARTMENT HEAD:  *Lisa A. Corry* (C-2)   
Signature

DATE:  12/7/2018

\*\*\*WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

\*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

Department: Glou. Co. Dept of Health and Human Services  
 Grant Title: 2019-Gloucester County Comprehensive Addiction Services

Salary and Wages Detail  
 List all Employees within the program  
 Insert more lines if necessary  
 Highlighted cells are formulas and should not be changed

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Judy M. Tobia-Johnson	Coordinator,Comm	101,801	60.40%	\$ 135,021.00	\$ 28,267.80	\$ 163,288.80
Robert Barford	Assistant Health Ed	51,696	60.40%	\$ 31,224.38	\$ 68,476.00	\$ 99,700.38
Sherry Gilkin	PT-LACADA Secretar	600	0.00%	\$ -	\$ 600.00	\$ 600.00
Employee Name	Employee Title		61.47%			
Employee Name	Employee Title		61.47%			
Employee Name	Employee Title		61.47%			
Employee Name	Employee Title		61.47%			
Employee Name	Employee Title		61.47%			
Employee Name	Employee Title		61.47%			
		154,097		92,712	204,097	42,712
		(a)		(c)		

NOTE: We do not pay fringe for Sherry under the Addictions Grant - She is only LACADA Meeting Secretary  
 Total funds for Sherry are incorrect, they should be \$600

Other Expenses	Grant Funds	County Funds	Total OE
20205 \$	125.00	-	\$ 125.00
20275 \$	100.00	-	\$ 100.00
20299 \$	359,042.00	66,775.00	\$ 425,817.00
20405 \$	360.00	-	\$ 360.00
20410 \$	375.00	-	\$ 375.00
20411 \$	370.00	-	\$ 370.00
20430 \$	750.00	-	\$ 750.00
20910 \$	150.00	-	\$ 150.00
20911 \$	150.00	-	\$ 150.00
20921 \$	500.00	-	\$ 500.00
20930 \$	1,000.00	-	\$ 1,000.00
20993 \$	362,922.00	82,775.00	\$ 445,697.00
		(b)	
Total Program Cost	Grant	County	Total
	567,019.00	125,487	\$ 692,506.19
	(e)	(f)	(d)

Grant Funding History	19-NEW*	18-XXX	17-XXX*	16-XXX*	15-XXX	14-XXX	13-XXX	12-XXX
S&W Fringe	\$ 204,097.00	\$ 200,787	\$ 197,939	\$ 195,280	\$ 180,102.00	\$ 188,645.00	\$ 182,468.00	\$ -
OE	\$ 362,922.00	\$ 365,820	\$ 353,108	\$ 361,141	\$ 467,347.00	\$ 446,712.00	\$ 481,077.00	\$ -
	\$ 567,019.00	\$ 566,607	\$ 551,047.00	\$ 556,421.00	\$ 647,449.00	\$ 635,357.00	\$ 663,545.00	\$ -

\*Grant Funding History NOTATIO 11/15/18 - Note Per - Judy M. Tobia- Johnson  
 NOTE: Dollars for 2015, 2014, and 2013 totals include the County Match Requirement  
 But the Do 2019, 2018 2016 are only State Grant Dollars In the Grant Funding History section

**RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH TRI-COUNTY COMMUNITY ACTION AGENCY, INC. n/k/a GATEWAY COMMUNITY ACTION PARTNERSHIP**

**WHEREAS**, on or about February 21, 2018, the County of Gloucester (“County”) awarded a contract for to Tri-County Community Action Agency, Inc. n/k/a Gateway Community Action Partnership (“Contractor”); and

**WHEREAS**, the services under the contract involved the provision of emergency shelter to SSH/TANF eligible County residents as per RFP-018-010, for a three-year term from January 1, 2018 to December 31, 2020 in an amount not to exceed \$6,054.00 annually; and

**WHEREAS**, the County provided notice to Contractor on October 30, 2018, that without a proper Certification of Occupancy in place and an approved rate from the NJ Division of Family Development, that Contractor’s sheltering services could no longer be utilized and thus, the contract would be terminated; and

**WHEREAS**, to date, the Contractor has failed to resolve the outstanding eligibility issues and requirements, and the NJ Division of Family Development will not approve any sub-contract for emergency shelter between the County and the Contractor; therefore, it is necessary for the County to terminate said contract with Tri-County Community Action Agency, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the contract between the County and Tri-County Community Action Agency, Inc. n/k/a Gateway Community Action Partnership for the services referenced hereinabove shall be terminated, and that the County’s Qualified Purchasing Agent is directed to advise Contractor of said termination.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A CONTRACT WITH THE ABILITIES CENTER OF SOUTHERN NJ, INC. d/b/a ABILITIES SOLUTIONS FROM JANUARY 1, 2019 TO DECEMBER 31, 2021, IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR**

**WHEREAS**, the County recognizes the need for employment opportunities and assessment services to Gloucester County residents with disabilities, mental illness and other disadvantages as per RFP 19-013; and

**WHEREAS**, proposals were publicly received and opened on November 8, 2018; and

**WHEREAS**, after following proper public contracting procedure, it was determined that The Abilities Center of Southern NJ, Inc. d/b/a Abilities Solutions, with offices at 1208 Delsea Drive, Westville, NJ 08093, provides a menu of applicable workforce development programs; and

**WHEREAS**, the Contract shall be awarded for the three (3) year term from January 1, 2019 to December 31, 2021, in an amount not to exceed \$25,000.00 per year with the County reserving the option to extend the Contract for two (2) one-year periods; and

**WHEREAS**, the Contract 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 the Director of the Board of Chosen Freeholder and the Clerk of the Board are hereby authorized to execute the contract with The Abilities Center of Southern NJ, Inc. d/b/a Abilities Solutions from January 1, 2019 to December 31, 2021 in an amount not to exceed \$25,000.00 per year; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
THE ABILITIES CENTER OF SOUTHERN NJ, INC.  
d/b/a ABILITIES SOLUTIONS**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2019, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **THE ABILITIES CENTER OF SOUTHERN NJ, INC. d/b/a ABILITIES SOLUTIONS**, with offices at 1208 Delsea Drive, Westville, NJ 08093, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, for the provision of employment opportunities and assessment services to Gloucester County residents with disabilities, mental illness and other disadvantages as per RFP# 19-013; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective from the period of January 1, 2019 to December 31, 2021 with the option to extend the contract for two (2) one year extensions, as more specifically described in RFP 19-013.
2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$25,000.00 per year, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in proposal.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as RFP# 19-013, which is 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.

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

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as RFP 19-013, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension,

revocation and/or change in status) of license or certification held by Contractor or its agents.

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

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

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor, and is not an agent of the County.

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as RFP 19-013, 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.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and

year first above written.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of January, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**THE ABILITIES CENTER OF SOUTHERN NJ  
d/b/a ABILITIES SOLUTIONS**

\_\_\_\_\_  
**SUSAN PERRON,  
PRESIDENT & CEO**

#### *A. PROGRAM DESCRIPTION*

Abilities Solutions has been offering a menu of workforce development programs for people with disabilities for 55 years (since 1963). The 501c3 organization currently has one of the largest Transitional and Supported Employment programs in the state of New Jersey. Average annual level of service is between 800 - 1000 people with disabilities annually – approximately half of them are Gloucester County residents.

Pre-Employment Transition services include Assessment (community based work experience, intensive short term and traditional); Employee Development Training; facility based skill training and Transitional Employment in forklift operation, materials handling, commercial food and janitorial. Supported Employment Services include job placement, intensive coaching, and long term follow along supports. A School to Career Transition Program, which incorporates a strong work component through local employers, offers alternative educational options for individuals age 14 – 21. Bagelicious Café and Catering with Over the Moon Bakery are social enterprise options operated by Abilities. Since its inception in 2013, our VetAbility Program has provided intensive outreach and case management along with employment services to over 650 Veterans with disabilities and disadvantages. Utilizing a Veteran to Veteran service delivery model and a vast network of public and private partners, Veterans are helped in their transition from military to civilian life.

An “Employment First” provider, we are aggressively moving more and more individuals out of transitional employment into community based employment. In addition to that we continue to provide a 50 day trial program for individuals who have been denied services through DVRS but desire a center based program option. There is no funding available for this service, but for many it is the only avenue they have to access this program.

Abilities Solutions is an active member of the Gloucester County Workforce Development Board, and serves on a number of regional and state planning committees, including the DAC, ACCSES NJ, and others. Programs of assessment, employee development and employment are accredited by CARF (Commission on Accreditation of Rehabilitation Facilities).

#### *B. PROGRAM GOALS*

The goal of every program offered by Abilities is to help people with disabilities experience employment at a level suitable to their desires and abilities. We do this through partnerships with the community, businesses, other providers, and especially employers, as WORK is at the core of every program. Work is the means by which most of us determine our identity and measure our success. Through work we seek to build strong self identities in persons served, giving them a sense of purpose and confidence to succeed. Work and earnings also lead to self sufficiency in other aspects of our lives. Employment and productivity positively influence the incidence of crime, substance abuse, mental health issues, and homelessness in our communities.

Within each service area, there are specific goals:

- Vocational Assessment – identify a suitable career path through a thorough analysis of strengths, limitations, aptitudes, learning style and interests.
  - Employee Development – develop and demonstrate work habits necessary to maintain
-

ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Abilities Center of Southern NJ, Inc. (d/b/a Abilities Solutions)

Agency Type:        Public( )   Profit( )   Non-Profit(XXX)   Hospital Based( )

Federal Tax ID Number 22-1730510        DUNS Number 079490843

Charities Registration Number 0003300-03

Contractor Address 1208 Delsea Drive  
Westville, NJ 08093

Proposal Contact Person Susan Perron        Phone Number 856-848-1025, x124

Email Address sperron@abilities4work.com        Fax Number 856-848-8429

Contractor Fiscal Year:    From January 1        To December 31

Total Dollar Amount Requested \$ 25,000

Match Required (Y/N) N        If Yes, Match Amount \$ n/a

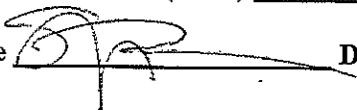
Type of Match:        Cash( )   or   In-Kind( )

Proposal Funding Year: From 1/1/2019 To 12/31/2021 (Years 2 and 3 contingent on funding availability and Gloucester County budget approval)

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Susan Spies Perron

Signature         Date 11-5-18

B-6

**RESOLUTION AUTHORIZING CONTRACTS WITH GLASSBORO CHILD DEVELOPMENT CENTERS, INC., IN AN AMOUNT NOT TO EXCEED \$24,991.00 AND REPAUNO PRESCHOOL DAYCARE, INC., IN AN AMOUNT NOT TO EXCEED \$14,891.00, FROM JANUARY 1, 2019 TO DECEMBER 31, 2021**

**WHEREAS**, the County recognizes the need for accessible daycare services to parents of children residing in low/moderate income households as per RFP# 19-011; and

**WHEREAS**, proposals were publicly received and opened on November 8, 2018; and

**WHEREAS**, after following proper public contracting procedures, the County Department of Human Services recommends contracts with the Glassboro Child Development Centers, Inc., with offices at 31 South Main Street, Glassboro, NJ 08028, in an amount not to exceed \$24,991.00 per year and the Repauno Preschool Daycare, Inc., with offices at 171 North Repauno Avenue, Gibbstown, NJ 08027, in an amount not to exceed \$14,891.00 per year, respectively; and

**WHEREAS**, the Contracts shall be awarded for a three (3) year term from January 1, 2019 to December 31, 2021, with the County reserving the option to extend the Contract for two (2) one-year period; and

**WHEREAS**, the Contract 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 the Director of the Board of Chosen Freeholder and the Clerk of the Board are hereby authorized to execute contracts with Glassboro Child Development Centers, Inc., in an amount not to exceed \$24,991.00 and Repauno Preschool Daycare, Inc., in an amount not to exceed \$14,891.00, from January 1, 2019 to December 31, 2021; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
GLASSBORO CHILD DEVELOPMENT CENTERS, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2019, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **GLASSBORO CHILD DEVELOPMENT CENTERS, INC.**, with offices at 31 South Main Street, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County seeks to create accessible daycare services to parents of children residing in low/moderate income households as per RFP 19-011; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective from the period of January 1, 2019 to December 31, 2021 with the option to extend the contract for two (2) one year extensions, as more specifically described in RFP 19-011.

2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$24,991.00 per year, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in proposal.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as RFP 19-011, which is 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.

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as RFP 19-011, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor, and is not an agent of the County.

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as RFP 19-011, 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.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of January, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**GLASSBORO CHILD DEVELOPMENT  
CENTERS, INC.**

\_\_\_\_\_  
**JOAN DILLON,  
EXECUTIVE DIRECTOR**

# REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.  
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL  
BELOW

- A. An original with Five (5) signed copies of your complete proposal.
- B. Non-Collusion Affidavit properly notarized
- C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity.
- D. Authorized signatures on all forms.
- E. Business Registration Certificate(s) **Must be submitted prior to award**

JD  
JD  
JD  
JD  
JD

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES**  
**THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Glassboro Child Development Centers

Person, Firm or Corporation

Joan Dillon, Executive Director

Joan Dillon  
(NAME)

BY:

TITLE)

**ATTACHMENT A**  
SPECIFICATIONS FOR SUPPLYING AND DELIVERY OF:  
DAY CARE SERVICES FOR PRESCHOOL  
CHILDREN AGES (2&1/2 TO 6) AND  
SCHOOL AGE CHILDREN AGES (6 TO 11)

The above services shall be described as, but not limited to the following;

Provision of a day care educational program for families of preschool children ages 2&1/2 to 6 years old and school age children ages 6 to 11 years old.

The funded program should:

- Provide a secure, caring and enriched environment that promotes learning and development
- Address not only a child's educational needs, but his/her physical wellness and social growth
- Enhance the quality life of the child and his/her family
- Make use of and provide creative interactions with technology

Children should learn these age appropriate skills:

- Language and Literacy
- Mathematics
- Science and Social Studies
- Cooperation and Communication with others

The families must meet income qualification as specified by state regulation. In addition, children with special needs will receive priority placement when deemed appropriate through a referral source such as DCF.

The Provider will encourage and foster parental involvement of families in the education of their children; and stimulate community action and advocacy for quality early educational programs for children.

A summer day care program will also be eligible for consideration

**INTENT:**

It is the intent and purpose of these specifications to describe the type, quality and quantity of items required to be furnished and meet the demands of the using department for furnishing of said items applicable to the request for proposal or is mutually agreed upon.

The conditions and requirements of this specification are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the most responsible vendor. The County shall be the sole judge concerning merits of all proposals submitted.

Each applicant is asked to provide all information requested in the RFP document.

**Contract will be awarded to the vendor based on price and other factors.**

**Contracts will awarded to the vendor base on funding availability in the FY2019 County of Gloucester Budget.**

**Request for Funding will not exceed \$39,882.00**

**TAXES:**

The County of Gloucester is exempt from all taxes, including excise tax and petroleum gross receipts taxes. The County will submit a ST-5 New Jersey Sales Tax Exemption Certificate (when applicable) to the successful bidder so that they may submit the form to State of New Jersey. The amount of these taxes shall be taken into consideration when bidding and deducted from any bids prices.

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ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Glassboro Child Development Centers

Agency Type: Public( ) Profit( ) Non-Profit( x ) Hospital Based( )

Federal Tax ID Number 22-1910475 DUNS Number 184215622

Charities Registration Number CH01575

Contractor Address 31 South Main Street

Glassboro NJ 08028

Proposal Contact Person Jean Dillon Phone Number 856-881-3331

Email Address jdillon@gcdckids.net Fax Number 856-881-0788

Contractor Fiscal Year: From 01/01/19 To 12/31/19

Total Dollar Amount Requested \$ 20,000

Match Required (Y/N) N If Yes, Match Amount \$ \_\_\_\_\_

Type of Match: Cash( ) or In-Kind( )

Proposal Funding Year: From 01/01/19 To 12/31/21

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Joan Dillon

Signature  Date 11/05/2018

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
REPAUNO PRESCHOOL DAYCARE, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2019, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **REPAUNO PRESCHOOL DAYCARE, INC.**, with offices at 171 North Repauno Avenue, Gibbstown, NJ 08027, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County seeks to create accessible daycare services to parents of children residing in low/moderate income households as per RFP 19-011; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This contract shall be effective from the period of January 1, 2019 to December 31, 2021 with the option to extend the contract for two (2) one year extensions, as more specifically described in RFP 19-011.

2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$14,891.00 per year, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in proposal.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as RFP 19-011, which is 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.

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as RFP 19-011, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor, and is not an agent of the County.

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as RFP 19-011, 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.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

THIS CONTRACT is dated this 1<sup>st</sup> day of January, 2019.

ATTEST:

COUNTY OF GLOUCESTER

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

\_\_\_\_\_  
ROBERT M. DAMMINGER,  
DIRECTOR

ATTEST:

REPAUNO PRESCHOOL DAYCARE, INC.

\_\_\_\_\_  
JOANNE MCCOLLIGAN,  
DIRECTOR



ORIGINAL

**ATTACHMENT A**  
**SPECIFICATIONS FOR SUPPLYING AND DELIVERY OF:**  
**DAY CARE SERVICES FOR PRESCHOOL**  
**CHILDREN AGES (2&1/2 TO 6) AND**  
**SCHOOL AGE CHILDREN AGES (6 TO 11)**

The above services shall be described as, but not limited to the following:

Provision of a day care educational program for families of preschool children ages 2&1/2 to 6 years old and school age children ages 6 to 11 years old.

The funded program should:

- Provide a secure, caring and enriched environment that promotes learning and development
- Address not only a child's educational needs, but his/her physical wellness and social growth
- Enhance the quality life of the child and his/her family
- Make use of and provide creative interactions with technology

Children should learn these age appropriate skills:

- Cooperation and Communication with others

The families must meet income qualification as specified by state regulation. In addition, children with special needs will receive priority placement when deemed appropriate through a referral source such as DCF.

The Provider will encourage and foster parental involvement of families in the education of their children; and stimulate community action and advocacy for quality early educational programs for children.

A summer day care program will also be eligible for consideration

**INTENT:**

It is the intent and purpose of these specifications to describe the type, quality and quantity of items required to be furnished and meet the demands of the using department for furnishing of said items applicable to the request for proposal or is mutually agreed upon.

The conditions and requirements of this specification are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the most responsible vendor. The County shall be the sole judge concerning merits of all proposals submitted.

Each applicant is asked to provide all information requested in the RFP document.

**Contract will be awarded to the vendor based on price and other factors.**

**Contracts will awarded to the vendor base on funding availability in the FY2019 County of Gloucester Budget.**

**Request for Funding will not exceed \$39,882.00**

**TAXES:**

The County of Gloucester is exempt from all taxes, including excise tax and petroleum gross receipts taxes. The County will submit a ST-5 New Jersey Sales Tax Exemption Certificate (when applicable) to the successful bidder so that they may submit the form to State of New Jersey. The amount of these taxes shall be taken into consideration when bidding and deducted from any bids prices.

**Continuation of the contract will be based on the following:**

1. Availability of funds.
2. Maintaining satisfactory level of services.
3. Satisfactory Agency yearly audits.
4. Results of other Agency Reviews such MAPS and ROARS.
5. All County Mandatory paperwork is in place.

**END SPECIFICATION**

**ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES**

**Contractor Summary Sheet**

**Incorporated Name of Applicant** Repauno Preschool Day Care, Inc.

**Agency Type:** Public( ) Profit( ) Non-Profit(X) Hospital Based( )

**Federal Tax ID Number** 22-2040294 **DUNS Number** 018950386

**Charities Registration Number** 2695-0168

**Contractor Address** 171 N. Repauno Avenue PO Box 63

Gibbstown, New Jersey 08027

**Proposal Contact Person** Cheri Yanzuk and Joanne McColligan **Phone Number** 856-423-3222

**Email Address** repauno@verizon.net **Fax Number** 856-423-3491

**Contractor Fiscal Year:** From May 1 To April 30

**Total Dollar Amount Requested \$** 10,000

**Match Required (Y/N)** N **If Yes, Match Amount \$** \_\_\_\_\_

**Type of Match:** Cash( ) or In-Kind( )

**Proposal Funding Year:** From 2019 To 2021

**Please see Attachment A for definitions of the above services.**

**Please complete Attachment C for each service you wish to request funding for.**

**Authorization: Chief Executive Officer (Print)** Joanne McColligan

**Signature** Joanne McColligan **Date** 11/5/18

**RESOLUTION AUTHORIZING A CONTRACT WITH NEW POINT BEHAVIORAL HEALTH CARE, INC., IN A TOTAL AMOUNT NOT TO EXCEED \$213,500.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2021**

**WHEREAS**, the County requested proposals, via RFP # 19-016, from interested providers for various mental health services and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, proposals were publicly received and opened on November 8, 2018; and

**WHEREAS**, after following public competitive contracting procedure, it was determined that New Point Behavioral Health Care, Inc., with offices at Center Division, 404 Tatum Street, Woodbury, NJ 08096, submitted the most advantageous proposal; and

**WHEREAS**, the Contracts shall be awarded for the three (3) year term from January 1, 2019 to December 31, 2021, with the County reserving the option to extend each for two (2) one-year periods, in an amount not to exceed \$213,500.00 and will be allocated as follows:

<u>Service</u>	<u>Amount not to Exceed</u>
• <b>Psychiatric Emergency Screening</b>	<b>\$ 45,000.00 per year</b>
• <b>Case Management</b>	<b>\$ 28,500.00 per year</b>
• <b><u>Outpatient Services</u></b>	<b><u>\$140,000.00 per year</u></b>
<b>Total</b>	<b>\$213,500.00 per year</b>

**WHEREAS**, the Contract 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 the Director of the Board of Chosen Freeholder and the Clerk of the Board are hereby authorized to execute a contract with New Point Behavioral Health Care, Inc., from January 1, 2019 to December 31, 2021 in a total amount not to exceed \$213,500.00 per year.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 19, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
NEW POINT BEHAVIORAL HEALTH CARE, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2019, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **NEW POINT BEHAVIORAL HEALTH CARE, INC.** with offices at Center Division, 404 Tatum Street, Woodbury, NJ 08096, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, this Contract is for the provision specified services to Gloucester County residents with disabilities, mental illness and other disadvantages as per RFP 19-016; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective from the period of January 1, 2019 to December 31, 2021 with the option to extend the contract for two (2) one year extensions, as more specifically described in RFP 19-016.

2. **COMPENSATION**. Contract shall be for estimated units of service, in a total amount not to exceed \$213,500.00 per year, and shall be allocated as follows:

<b><u>Service</u></b>	<b><u>Amount not to Exceed</u></b>
• <b>Psychiatric Emergency Screening</b>	<b>\$ 45,000.00 per year</b>
• <b>Case Management</b>	<b>\$ 28,500.00 per year</b>
• <b><u>Outpatient Services</u></b>	<b><u>\$140,000.00 per year</u></b>
<b>Total</b>	<b>\$213,500.00 per year</b>

This Contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in proposal.

Contractor 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.

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as RFP 19-016, which is 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.

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

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

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

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

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

The Contractor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as RFP 19-016, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
13. **PARTIAL INVALIDITY.** In the event that any 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor, and is not an agent of the County.
17. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior written approval of the County.
18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as RFP 19-016, 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.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of January, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**NEW POINT BEHAVIORAL HEALTH  
CARE, INC.**

\_\_\_\_\_  
**JOHN ZUKAUSKAS,  
EXECUTIVE DIRECTOR**

## **A. PROGRAM DESCRIPTION**

### **1. Screening Services Contract**

Psychiatric Emergency Services will be provided on a twenty-four hour, seven day a week basis to individuals in crisis. A crisis situation is defined as someone who is experiencing severe emotional distress which is affecting their level of functioning and is an imminent threat to self or others. Services to be provided are face-to-face crisis and emergency interventions plus screening assessments for hospitalization. Screening services are provided at Inspira and Jefferson Hospitals in the Emergency Department. Mobile outreaches are provided by screeners to individuals' homes, the jail, schools or in other community locations when requested.

### **2. Case Management Services Contract**

NewPoint provides case management and mental health evaluation services to clients referred by the Gloucester County Health Department who are experiencing acute emotional distress and emotional problems.

a.) Integrated Case Management Services provides services on a 24 hour, 7 days a week basis. ICMS staff is on-call after normal business hours and on weekends to assist consumers in crisis. The program is designed to assist consumers discharged from the state hospital, county hospital or Inspira's short term care facility. The program provides post discharge follow-up services to support the consumer with wellness and recovery, education, and community integration. The primary responsibilities are to support and link consumers to necessary and needed services upon their discharge from the various hospitals.

b.) Bridge Program is a re-entry program designed to assist mentally ill clients being discharged from the county jail to help them integrate back into the community. Case management services as well as medication monitoring services are provided to try to prevent psychiatric decompensation and recidivism back into the county jail. The case manager works collaboratively with the County jail staff to assure that the identified mentally ill inmates are linked to needed services upon release.

### **3. Outpatient Services Contract**

Outpatient Services provides comprehensive counseling services to individuals, couples, families and groups by skilled and credentialed outpatient clinicians. Psychiatrists also provide psychiatric evaluations and medication monitoring to clients who are receiving counseling services at NewPoint.

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ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant NewPoint Behavioral Health Care, Inc.

Agency Type: Public ( ) Profit ( ) Non-Profit (X) Hospital Based ( )

Federal Tax ID Number 21-0700968 DUNS Number 069883783

Charities Registration Number CH-0028400-05

Contractor Address 404 Tatum Street  
Woodbury, NJ 08096

Proposal Contact Person John Zukauskas Phone Number 856.845.8050 X1127

Email Address johnz@newpointbhc.org Fax Number 856.845.6132

Contractor Fiscal Year: From 01/01/2019 To 12/31/2019

Total Dollar Amount Requested \$ 213,500

Match Required (Y/N) No If Yes, Match Amount \$ \_\_\_\_\_

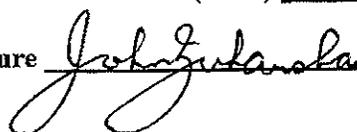
Type of Match: Cash ( ) or In-Kind ( )

Proposal Funding Year: From 01/01/2019 To 12/31/2019

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) John Zukauskas

Signature  Date 11/5/18

**RESOLUTION AUTHORIZING TWO CONTRACTS WITH THE ARC GLOUCESTER  
FROM JANUARY 1, 2019 TO DECEMBER 31, 2021**

**WHEREAS**, the County of Gloucester (hereinafter "County") has the need for the provision of a family intervention program, an abuse and neglect prevention program for families with children from birth to six years of age, and requested proposals via RFP-019-012 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the County has the need for the provision of assistance to County residents with autism, cerebral palsy, spina bifida, muscular dystrophy and developmental delays who are enrolled in the NJ Division of Developmental Disabilities "Real Life Choices" initiative, and requested proposals via RFP-019-014 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the evaluations, based on the established criteria, concluded that The ARC Gloucester of 1555 Gateway Boulevard, West Deptford, NJ 08096, made the most advantageous proposals for each and was qualified to provide said services; and

**WHEREAS**, the contracts shall be for estimated units of service with remuneration for services pursuant to RFP-019-012 in a total contract amount not to exceed \$66,000.00 (not to exceed \$22,000.00 per year); and, services pursuant to RFP-019-014 in a total contract amount not to exceed \$45,000.00 (not to exceed \$15,000.00 per year), for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods; and

**WHEREAS**, Certificates of Availability of Funds have not been issued at this time as these are open-ended contracts, and prior to any service rendered pursuant to the within contracts, a Certificate of Availability will be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purchase, and identifying the line item(s) from the County Budget out of which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the Contracts between the County and The ARC Gloucester as referenced hereinabove, from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods; and

**BE IT FURTHER RESOLVED** that prior to any purchase made or service rendered pursuant to the within contracts, a Certificate of Availability must be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purchase and identifying the line item from 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 December 19, 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  
THE ARC GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **January 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **THE ARC GLOUCESTER**, of 1555 Gateway Boulevard, West Deptford, NJ 08096, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the provision of a Family Intervention Program, an abuse and neglect prevention program for families with children from birth to six years of age, as per **RFP-019-012**; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods.
2. **COMPENSATION**. Contract shall be for estimated units of service in an amount not to exceed \$66,000.00 for the Contract term (not to exceed \$22,000.00 per contract year).

Contractor 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 Contractor shall be as set forth in this Contract, RFP-019-012 issued by the County, and Contractor's proposal dated November 6, 2018 which are incorporated herein.

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

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

A. 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.

B. 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.

C. 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.

D. 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.

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

18. **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 convenient.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-019-012** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-019-012**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-019-012**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** shall be effective as of the **1<sup>st</sup>** day of **January, 2019**.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**THE ARC GLOUCESTER**

\_\_\_\_\_  
**By:  
Title:**

ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

19-012

Contractor Summary Sheet

Incorporated Name of Applicant The Arc Gloucester

Agency Type: Public( ) Profit( ) Non-Profit( X) Hospital Based( )

Federal Tax ID Number 21-0697151 DUNS Number 084196252

Charities Registration Number CH0078700

Contractor Address 1555 Gateway Blvd.  
West Deptford, NJ 08096

Proposal Contact Person Ana Rivera Phone Number (856) 848-8648

Email Address arivera@thearcgloucester.org Fax Number (856) 848-7753

Contractor Fiscal Year: From 1/1/2019 To 12/31/21

Total Dollar Amount Requested \$66,000 (\$22,000 annually)

Match Required (Y/N) NA If Yes, Match Amount \$ NA

Type of Match: Cash( ) or In-Kind( )

Proposal Funding Year: From 2019 To 2021

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Ana Rivera

Signature Ana Rivera, Executive Director Date 11/6/18

#### *A. PROGRAM DESCRIPTION*

The Arc Gloucester's Family Intervention Program (FIP), an abuse and neglect prevention program for families with children from birth to six years of age, funded through a New Jersey Department of Children and Families (DCF), Division of Child Protection and Permanency (DCP&P) contract, has been providing quality services to families in need in Gloucester County for over thirty (30) years. The program's mission is to provide services that develop and strengthen the family life of "at risk" families. The Family Intervention Program is unique in its approach by providing a combination of treatment approaches for both parents and children designed to improve, strengthen, and develop parent/child relationships in order to prevent out of home placements of the child, thereby keeping the family intact. For families whose children may already be in foster care or kinship care, FIP works with the parents to develop and improve their parenting skills in order to achieve and maintain reunification of the family unit. Over the years FIP has seen an increase in the number of families referred to the program whose children are placed outside the home. The program's number one goal is to provide the supports and services needed in order to facilitate permanent reunification of parent(s) and child(ren).

The program also assists the children of these families to overcome the problems that prevent them from normal development. According to the US Department of Health & Human Services, approximately 683,000 children were victims of abuse and neglect in 2015, a 1.2 percent increase from 2014. Abuse and neglect of children is one of the leading preventable causes of intellectual and developmental disabilities in children. The exact number of abuse-caused disabilities is unknown, however, studies have shown changes in brain structure and chemical activity caused by child mistreatment can have a wide variety of effects on children's behavioral, social, and emotional functioning. (Childwelfare.gov, 2015) Additionally, the brain alterations caused by a toxic stress response can result in lower academic achievement, intellectual impairment, decreased IQ, and weakened ability to maintain attention (Wilson, 2011). According to a 2012 national survey, 7 in 10 people with disabilities say they have been abused.

Children with disabilities are 1.6 times more likely to suffer abuse and neglect, 1.5 times more likely to suffer repeated abuse and neglect, and, 3 times more likely to be sexually abused. (endabusepwd.org, 2018).

Some of the characteristic needs and current circumstances of a typical family referred to the

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FIP for services include:

- Parents who are unemployed/underemployed
- Families who live in substandardized housing
- Parents who receive food stamps and/or temporary financial assistance from The Division of Social Services
- Parents who have no reliable source of transportation
- Parents who have little or no family support
- Families with mental health issues that are not being adequately treated
- Parents who have no medical insurance for themselves or their children
- Parents with children with developmental delays and/or special needs who are not receiving any supports
- Families who have open DCP&P cases for substantiated abuse and/or neglect
- Families whose children have been removed from the home due to substance abuse, domestic violence and/or mental health issues

Children of families with any of these circumstances or 'risk factors' may be in greater risk of abuse and/or neglect.

The Arc Gloucester maintains contracts with the New Jersey Division of Developmental Disabilities (DDD), through the New Jersey Department of Human Services, for group homes, day program and supported employment, respite and recreation services for adults with developmental disabilities and children with intellectual and developmental disabilities through a contract with the Department of Children and Families (DCF) Children's System of Care (CSOC).

The Arc Gloucester's sixty-one year history of providing services and supports for individuals with intellectual and related developmental disabilities and their families provides a natural connection with the Family Intervention Program to provide services to parents of children with developmental delays or special needs. In the last three (3) years, FIP provided services to children presenting the following conditions: various developmental delays, to include speech, motor and emotional; ADHD; autism, orthopedic challenges; congenital and medical concerns, testing positive to drugs, failure to thrive and premature birth.

In addition, fourteen (14) of the parents receiving services have developmental delays, cognitive disorders, and/or special needs that require supports designed specifically to meet their needs.

FIP services are both Center based and provided in the families' homes, where applicable. Facilitated by a Licensed Social Worker, FIP offers parenting training and education, family counseling, support and information to assist parents in connecting with other social service agencies. The social worker maintains her skill set through participation in various workshops

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and community events. Home visitor services provide hands on services directly in the family's home or an alternate location agreed upon between the individual and the home visitor. These locations may include, but are not limited to: a relative's home, the FIP program center, or a location in the community. The home visitor service focuses on child development, home safety, behavior management, nutrition and other needs as identified specific to the family.

Home Visitation supports provide for the opportunity to observe the parent and child in a natural home or home-like environment. The home visitor is able to assess the needs of the family in the following areas: child and home safety, nutrition, money management and shopping, organization skills and time management, modeling of positive interaction between parent(s) and child(ren), and demonstrating and supervising appropriate play. Sessions may also involve training in house management, observation/reinforcement of child care and child developmental information. Although typically one hour in length, the number of home visitation sessions and schedules are determined based on the individual needs of the family. Children from birth to 6 years of ages who attend program with their parent during center based programming, are provided with a variety of developmentally appropriate activities to promote normal growth and development. Individualized educational programming is provided to maximize the child's growth and development. Children with special needs receive services designed to meet their current ability level. Parents receive a minimum of one hour per week of individualized counseling and instruction. More sessions are added according to the parents' need. Sessions include parent education and counseling with the program's licensed social worker. Additional support and information is given to enable them to access other social service agencies. In addition, parents are given the opportunity to participate in monthly educational workshops on topics such as: parenting, stress reduction, social service supports, domestic violence issues, childhood nutrition, etc. to address their individual needs. Workshops are generally 2 hours in length and are open to parents enrolled in full programming as well as a supplemental service to parents referred from other programs, such as Family Success Center.

Upon referral to the program families participate in an intake interview to determine what supports and services the families need. A schedule for center based and/or home visitation services is established. A pre-assessment questionnaire will be completed by the parent(s) to determine a baseline of skills. Upon identification of the various supports, services and education the family is in need of, a Family Service Agreement (FSA) is developed. The FSA

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**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
THE ARC GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **January 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **THE ARC GLOUCESTER**, of 1555 Gateway Boulevard, West Deptford, NJ 08096, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the provision of assistance to County residents with autism, cerebral palsy, spina bifida, muscular dystrophy and developmental delays who are enrolled in the NJ Division of Developmental Disabilities "Real Life Choices" initiative, as per **RFP-019-014**; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods.
2. **COMPENSATION**. Contract shall be for estimated units of service in an amount not to exceed \$45,000.00 for the Contract term (not to exceed \$15,000.00 per contract year).

Contractor 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 Contractor shall be as set forth in this Contract, RFP-019-014 issued by the County, and Contractor's proposal dated November 6, 2018 which are incorporated herein.

Contractor agrees that it has or will comply with, and where applicable shall continue

throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

A. 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.

B. 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.

C. 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.

D. 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.

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of

this Contract.

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

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

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

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

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

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

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

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

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

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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18. **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 convenient.

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Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-019-014** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-019-014**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-019-014**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** shall be effective as of the 1<sup>st</sup> day of **January, 2019**.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**THE ARC GLOUCESTER**

\_\_\_\_\_  
**By:  
Title:**

19-014

ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant The Arc Gloucester

Agency Type: Public( ) Profit( ) Non-Profit( X ) Hospital Based( )

Federal Tax ID Number 21-0697151 DUNS Number 084196252

Charities Registration Number CH0078700

Contractor Address 1555 Gateway Blvd.  
West Deptford, NJ 08096

Proposal Contact Person Ana Rivera Phone Number (856) 848-8648

Email Address arivera@thearcgloucester.org Fax Number (856) 848-7753

Contractor Fiscal Year: From 1/1/19 To 12/31/21

Total Dollar Amount Requested \$45,000 (\$15,000 Annually)

Match Required (Y/N) NA If Yes, Match Amount \$

Type of Match: Cash( ) or In-Kind( )

Proposal Funding Year: From 2019 To 2021

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Ana Rivera

Signature Ana Rivera Date 11/6/19

#### *A. PROGRAM DESCRIPTION*

The Arc Gloucester is dedicated to being the leading force for improving the quality of life for individuals with developmental disabilities and their families. The Arc Gloucester promotes a vision of an inclusive community in which all individuals with developmental disabilities are treated with respect. With a 61 year history of providing services for individuals with intellectual and related developmental disabilities The Arc Gloucester has the experience and resources required to provide additional supports to residents of Gloucester County with autism, cerebral palsy, spina bifida, muscular dystrophy and developmental delays who are enrolled in the N. J. Division of Developmental Disabilities (DDD) 'Real Life Choices'/Self Directed Services initiative. For the purpose of this funding request The Arc Gloucester is proposing to provide transportation services for RLC/SDS participants who are residents of Gloucester County.

The Arc Gloucester currently offers a variety of programs and services throughout Gloucester County in a variety of formats, to include: group homes, supportive living, supervised apartments, day programs, supported employment, in and out-of-home respite, residential and day camp, after school care, Saturday recreation, Life Long Learning adult evening classes and a family intervention program for children at risk for abuse and neglect. Four businesses are housed at three of the day program locations: a bakery, thrift shop, copy center and book exchange. The Arc Gloucester provides services for individuals with a variety of physical, mental and related developmental disabilities, to include but not limited to: cerebral palsy, Down Syndrome, autism and related conditions on the autism spectrum, fetal alcohol syndrome, Rett's syndrome, muscular dystrophy in addition to unidentified causes of developmental disabilities.

In 2002 New Jersey's DDD implemented Real Life Choices (RLC), a self-directed system (SDS) designed to provide individuals age 21 and over, and their families, the means to advocate for their own needs and to make choices to meet these needs, to offer flexibility in meeting these needs and to facilitate a 'person centered', individualized service plan. RLC/SDS participants are assigned an annual budget by DDD, based on an assessment of their needs, that they use to obtain the services and supports they need. These services and supports must be purchased from agencies and providers in the community 'qualified' by DDD. This self-directed approach to the service delivery system is intended to provide individuals with developmental disabilities, and their families, more control over the services they receive and who provides them. This system also requires that the individual and/or their family assume the responsibility of managing their plan of services. RLC/SDS participants are assigned a support coordinator who assists them with planning their budget.

The Arc Gloucester has been a qualified provider for DDD's Real Life Choices/SDS initiative since 2006 in the following areas: day programs, in-home supports, camp, Saturday drop-off, supported employment and employment specialist. In 2007 The Arc Gloucester was qualified for individual specialized instruction (specifically for the Life Long Learning classes). To date The Arc Gloucester has been the 'provider of choice' for sixty (60) individuals participating in RLC/self-directed supports. According to our records twenty-five (25)

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of the RLC/SDS participants currently served by The Arc Gloucester are residents of Gloucester County. Based on statistics received from professionals familiar with the RLC/SDS process there are over 60 Gloucester County residents enrolled in RLC/SDS. As more individuals transition to fee for service and a self-directed budget, this number is expected to rise significantly.

The Arc Gloucester's transportation department maintains a fleet of Sixty Seven (67) agency vehicles to meet the various needs of the forty (40) programs and departments that operate on a daily, 24/7 basis. Seven vehicles in the fleet were obtained through the NJ Transit section 5310 grants which provide new vehicles to non-profit agencies to be used to provide transportation services to individuals with disabilities. All seven of these vehicles can accommodate five individuals, including one (1) wheelchair. The Arc Gloucester has the capacity to meet the transportation needs of one to two RLC participants at any given time, in addition to a personal caregiver or support person who may be accompanying them, with these vehicles. These seven vehicles will be available during weekday evenings and weekend hours to meet the transportation needs of RLC participants for the purpose of this funding request. Requests for transportation services will be scheduled through The Arc Administrative Office. The Transportation Coordinator will coordinate the requests and assign one of the four part-time drivers to complete the requested trips. A list of substitute drivers will be maintained and utilized in the event of multiple requests for any given day/time period. All drivers will be compensated at their current rate of pay which will not be less than the living wage rate of \$12.57/hr., established by Gloucester County, and not more than \$15.75/hr. For part time employees not eligible for health and hospital insurance coverage as established in The Arc Gloucester's Personnel Policies and Procedures, employees assigned to this program will be paid an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A of The County of Gloucester Administrative Code, which is currently \$3.14 per hour.

#### *B. PROGRAM GOALS*

With the \$15,000 in annual funding (\$45,000 for 3-year grant period) The Arc Gloucester intends to provide transportation services for Gloucester County residents enrolled in the Real Life Choices self-directed supports system. We project providing transportation supports to a minimum of fifteen (15) unduplicated individuals per year in 2019, 2020, and 2021 with a projected monthly ridership of 10-12 and an average of 28 one-way trips per month. Whenever possible trips will be coordinated in order to make the most effective and efficient use of the resources available. The Arc Gloucester is committed to providing safe and efficient transportation services to the individuals served and to treating each individual with the dignity and respect they deserve.

The Arc Gloucester utilizes a variety of methods to 'get the word out' about this transportation service. Informational flyers are disseminated to all RLC/SDS families currently using The Arc Gloucester services. Flyers are provided to support coordination agencies such as Neighbours, Inc. and Values In Action (VIA), who work directly with the RLC/SDS families as well as DDD case managers, who are often in contact with the

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**RESOLUTION AUTHORIZING CONTRACTS WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2019 TO DECEMBER 31, 2021**

**WHEREAS**, the County of Gloucester (hereinafter "County") has the need for the provision of emergency shelter for juveniles in family crisis and related services and requested proposals via RFP-019-010 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the County has the need for the provision of family supportive counseling services for eligible family court and DCF involved youth and requested proposals via RFP-019-015 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the evaluations, based on the established criteria, concluded that Center for Family Services, Inc. of 584 Benson Street, Camden, NJ 08103, made the most advantageous proposals and was qualified to provide said services; and

**WHEREAS**, the contracts shall be for estimated units of service with remuneration for services per RFP-019-010 in an amount not to exceed \$90,734.00 per year, and services per RFP-019-015 in an amount not to exceed \$82,460.00 per year, for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods; and

**WHEREAS**, Certificates of Availability of Funds have not been issued at this time as these are open-ended contracts and prior to any service rendered pursuant to the within contracts, a Certificate of Availability will be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purchase, and identifying the line item(s) from the County Budget out of which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the Contracts between the County and Center for Family Services, Inc. as referenced hereinabove, from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods; and

**BE IT FURTHER RESOLVED** that prior to any purchase made or service rendered pursuant to the within contracts, a Certificate of Availability must be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purchase and identifying the line item from 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 December 19, 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  
CENTER FOR FAMILY SERVICES, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **January 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, NJ 08103, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need for the provision of emergency shelter for Gloucester County juveniles in family crisis and related services as per **RFP-019-010**; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods.
2. **COMPENSATION.** Contract shall be for estimated units of service in an amount not to exceed \$90,734.00 per contract year.

Contractor 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 Contractor shall be as set forth in this Contract, RFP-019-010 issued by the County, and Contractor’s proposal dated November 5, 2018 which are incorporated herein.

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

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

A. 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.

B. 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.

C. 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.

D. 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.

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall

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

**9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **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.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-019-010** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-019-010**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-019-010**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** shall be effective as of the **1<sup>st</sup>** day of **January, 2019**.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CENTER FOR FAMILY SERVICES, INC.**

\_\_\_\_\_  
**By:  
Title:**



PREVENTION | INTERVENTION | EDUCATION

WWW.CENTERFFS.ORG

November 5, 2018

19-010

Mr. Pete Mercanti  
Purchasing Department  
County of Gloucester  
One N. Broad Street  
Woodbury, NJ 08096

RE: RFP #19-010 Emergency Shelter to Juveniles in Family Crisis

Dear Mr. Mercanti:

On behalf of Center For Family Services' Together Youth Shelter, I am pleased to submit the enclosed proposal, along with five copies, in response to the Gloucester County RFP #19-010 Emergency Shelter to Juveniles in Family Crisis. CFS has over 98 years of experience providing "healing homes" and continuum of care services for at-risk youth.

CFS's Together Youth Shelter's primary goal is to provide 24 hours a day, 7 days a week crisis intervention services to run away, homeless, abused, neglected, and abandoned youth and their families. Together is a caring and healing home for children where they receive support and work on their future with the goal of family reunification. The services provided include emergency shelter, individual, group and family counseling; medical services; advocacy services; and food and clothing services. With the support of Gloucester County, CFS will be able to provide support services to at risk youth taking steps toward family reunification and increased academic attendance, achievement and positive school behavior.

We appreciate Gloucester County's long-standing partnership in offering emergency shelter for runaway, homeless, and/or neglected youth. If you need any further information, please do not hesitate to contact Eileen Henderson, Chief Operating Officer, at 856-964-1990 x 219 or by email at [ehenderson@centerffs.org](mailto:ehenderson@centerffs.org).

Sincerely,

Richard Stagliano  
President/CEO

Encl.

RICHARD STAGLIANO | PRESIDENT/CEO  
584 BENSON STREET | CAMDEN, NJ 08103  
P 856.964.1990 | F 856.964.0242



CHANGING THE ODDS FOR CHILDREN AND FAMILIES BY PROVIDING  
*Vision, Hope, and Strength for a Better Life*  
THROUGH PREVENTION, INTERVENTION, AND EDUCATION

ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Center For Family Services, Inc.

Agency Type:        Public( )   Profit( )   Non-Profit( X )        Hospital Based( )

Federal Tax ID Number 22-3669704    DUNS Number 012278537

Charities Registration Number CH1791600

Contractor Address 584 Benson Street  
Camden, NJ 08103

Proposal Contact Person Eileen Henderson    Phone Number 856-964-1990 x 219

Email Address ehenderson@centerffs.org    Fax Number 856-964-0211

Contractor Fiscal Year:    From January 1, 2019    To December 31, 2021

Total Dollar Amount Requested \$90,734 (Year 1)

Match Required (Y/N) No    If Yes, Match Amount \$ \_\_\_\_\_

Type of Match:        Cash( )    or    In-Kind( )

Proposal Funding Year: From January 1, 2019    To December 31, 2019

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Richard Stagliano

Signature Richard Stagliano Date 11-6-18

## ***A. PROGRAM DESCRIPTION***

Center For Family Services, Inc. (CFS) proposes to provide a safe, homelike, secure shelter home for Juveniles in Family Crisis, 365 days a year, 24 hours per day. CFS is a nonprofit human services agency with over 98 years of experience serving youth and families. Our vision is for all people to lead capable, responsible, fulfilled lives in strong families and healthy communities. Our mission is to support and empower individuals, families and communities to achieve a better life through vision, hope and strength.

CFS is a member of the Alliance for Children and Families, a national organization of private, non-profit 501(c)3 agencies dedicated to helping families and is one of the most respected family service agencies in the tri-state region. CFS is a member of the NJ Alliance for Children, Youth and Families and The National Network for Youth, agencies known for their dedication and power in advocating for concerns of youth at risk of homelessness and sexual exploitation CFS meets national standards for quality of services and is accredited by the Council on Accreditation of Services for Children and Families.

CFS requests funding for Together Youth Shelter (Together) which provides services to youth between the ages of 9 and 18, as well as their families. These services include emergency shelter; individual, group and family counseling; medical services; and advocacy with a variety of agencies. In addition, Together provides food and clothing, offers recreation, and ensures information and referrals to additional wraparound services deemed necessary for each youth. There is no fee for services.

CFS's Together Youth Shelter has been in operation since 1976 and has provided services to the Family Court since 1980. During its existence, the program has provided emergency shelter, counseling, outreach, prevention, and crisis intervention services to over 25,000 youth and families in need of these types of services.

CFS's Together Youth Shelter's primary goal is to provide crisis intervention services to runaway, homeless, abused, neglected, and abandoned youth and their families 24 hours a day, 7 days a week.

CFS will utilize this funding to provide shelter services for the Family Court for youth that the court deems to be appropriate for shelter care while alternative placement options are pursued for the youth and their families. Together is a fully licensed 14 bed youth shelter providing two beds for the Gloucester County Family Court, eight beds for the New Jersey Department of Children and Families, and four beds for non-system runaway and homeless youth through the Federal Homeless Youth Act. Using the 14 program performance standards established by the US Department of Health and Human Services Administration for Children and Families, Together achieves the goal of safe and appropriate shelter through the provision of a wide range of services, which include temporary shelter; food; clothing; medical services; individual, group, and family counseling; youth and family advocacy; 24 hour hotline and drop-in services; substance abuse counseling; living skills training; basic skills education; information and

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referrals; and follow-up and aftercare services.

In collaboration with the Family Court and other appropriate agencies, Together Youth Shelter Program expects to impact the individual youth and families served through the following:

- (a) To provide a safe, caring environment that will provide time for a youth to explore his or her options without fear of victimization or concern for survival/basic needs such as food, medical services, clothing, and shelter;
- (b) To provide the information and skill building services which will empower youth to explore placement options and ultimately to choose a future course of action that is right for them;
- (c) To provide a forum for parents and children to communicate openly about their feelings and needs;
- (d) To reunite families, whenever possible and appropriate;
- (e) To strengthen the family, thereby ensuring the prevention of subsequent runaway episodes; and
- (f) To connect youth and families to needed prevention and intervention services within the community.

### Positive Youth Development Philosophy

CFS operates under the assumption that all individuals are inherently whole, capable, powerful, and loving, and that in order to realize those qualities, they need a caring environment in which to learn about themselves, others and the environment around them. Therefore, the Together Youth Shelter Program is dedicated to providing a caring atmosphere in which children and adolescents can:

- Learn life coping skills and communication processes;
- Identify and counter patterns of dysfunctional behavior;
- Receive the information and referrals that they need to live effectively;
- Learn to deal constructively with stress and crisis;
- Identify and eliminate addictive behaviors; and
- Renew their love for themselves and those around them.

Furthermore, CFS acknowledges that no child exists in a vacuum and in order to impact the life of a child, a program must incorporate the parents and family and/or caregivers into a supportive counseling approach whenever possible. Together has maintained its strong commitment over the years with the Family Court to engage in a partnership for and with youth to provide the highest quality of services. This commitment translates into a variety of procedures and approaches, including a document that highlights Clients Rights and Responsibilities which is reviewed with youth at admission to direct youth on how to assume control of their shelter experience, as well as their counseling and placement plans. The document is also posted conspicuously throughout the facility.

### Staffing Pattern

Together is staffed with caring qualified staff that work together to provide a comprehensive shelter program for the youth. Together maintains a dual-coverage staffing pattern in alignment with best practice and licensing requirements. This guideline requires that the program have a

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minimum of two staff on shift at all times. Additional staff support is provided through the provision of a three-tier on-call system that allows staff to receive emergency assistance from an on-call counselor and an administrator at all times. One staff person is always at the facility, even if the youth are on an educational or recreational activity, to ensure coverage in case of a drop-in or emergency telephone call.

#### Description of 24-hour Accessibility

The Together Youth Shelter Program is staffed 24 hours a day, 7 days a week to provide crisis intervention and shelter services for youth and families in need. Youth may access these services at any time of the day or night, either directly as a drop-in or hotline caller, or indirectly as a referral from a family member, friend, school counselor, or youth service agency. The hotline is always answered by a youth counselor so the court does not have to wait for a return call to discuss a referral or make placement options. Together accepts referrals from the Family Court or their designee any time day or night. Basic information is gathered on a screening form to determine the child's appropriateness for the shelter. This funding provides for the availability of two beds every day for the Family Court at Together Youth Shelter.

Youth deemed ineligible for shelter services at Together include: youth who have a history of fire setting within the last 2 years; youth who have uncontrolled epilepsy; youth who are married (wanting to be placed together); youth with extreme aggression; and youth who are suffering from a psychotic disorder. All other information and background of the youth is assessed for appropriateness for admission into the program, such as physically assaultive behaviors, suicidal tendencies, drug and alcohol issues, destructive behaviors, etc. The background information is assessed to determine if admitting the youth into the shelter would present harm to his/herself or to others. This information is discussed and agreed upon with the Family Court staff. Together is an unlocked facility and requires a voluntary commitment on the youth's part.

#### Intake Procedures/Recording of Basic Information

The first priority upon admission into the program is to assist the youth in feeling safe and cared about. Once a youth is referred and deemed appropriate for services, arrangements are made with the Family Court/Mobile Response staff for the youth to be transported to the program. When a youth arrives at Together, he/she is assigned to an Intake Counselor who immediately begins a needs assessment which incorporates emergency needs, placement options, mental health issues, and drug/alcohol issues. Through this assessment, intake staff determines if the youth is in need of emergency medical needs, food, clothing, etc. Emergency needs are addressed immediately prior to any additional intake procedures. Medical and mental health needs are addressed through a medical appointment with the agency's physician, the local hospital, or through a psychiatric screening at the county community mental health center. If the admission occurs late at night, the counselor gets basic information and makes sure the child has food, clean clothes, and bedding. Other information is gathered in the morning after the child has had time to rest.

After this assessment has been completed and the youth's basic needs have been met, an initial

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crisis counseling session is provided to determine what primary and secondary problems have led the youth to placement in the emergency shelter. The counselor then completes the program's Cooperation Agreement where the counselor explains all of the services provided by the program, the parent contact procedures, as well as the major policies, house rules, and house structure that the youth will be expected to comply with in exchange for the services provided. The Intake Counselor will attempt to secure the youth's voluntary commitment to participate in the program's services. If the youth accepts participation in the program, he/she signs the agreement and the intake process continues.

Youth who accept admission to the program will complete various youth file forms, including: the Referral Screening Form, Information/Outtake Form, Runaway and Homeless Youth Management Information System (RHY/HMIS) Form, Youth Medical Form, Drug/Alcohol History Form, Medical Authorization Form, Education Services Form, Income Verification Form, the Youth Intake Form, and the Caseworker Agreement Form. These forms allow the Intake Counselor to clearly document all of the information relating to the youth's stay at Together, as well as critical statistical data. Once all intake assessments are completed, the youth gets a complete tour of the house, the assignment of a bedroom, and an introduction to the other residents and staff. The youth is also offered to shower if needed.

After the youth's immediate needs are met and is oriented to the house, the Intake Counselor will finish all of the necessary forms, logs, and progress notes for the chart, allowing for an overview of the youth's reasons for needing shelter services. Specialized progress notes were created for admission, discharge, progress of youth, and parent contact notations to ensure all relevant information is documented consistently within the same format. Progress notes are completed in the following D.A.P format:

Data	The facts and pertinent data gathered.
Assessment	The counselor's impressions and views.
Plan	The action plan developed for the youth.

Progress notes are also used to record daily events on each youth, including counseling sessions, subsequent parent contacts, agency contacts, and school participation.

Once a youth has completed the intake process, the youth's parent/legal guardian will need to meet with shelter staff to sign the necessary paperwork for services and provide the staff with an approved contact list for the youth. The parent/legal guardian will also need to provide the facility with a copy of the youth's medical insurance information in case an emergency occurs or to assist with any routine medical needs.

### Counseling Assignments

The Program Director is responsible for assigning the case to a primary counselor. The primary counselor for the Juveniles in Family Crisis is the Court Liaison and he is responsible for providing individual and family counseling, as well as case management activities. This staff person will work with the assigned youth and family until discharge.

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The court liaison will work with the youth to develop a placement and counseling plan that is best suited to his or her needs and can be realistically attained. The plan will incorporate many elements that (a) identifies which program services this youth and family may need, (b) documents counseling issues and placement options, (c) creates a life skills plan, and (d) explores a preliminary aftercare plan. These plans will be updated at several points throughout a youth's time in the program to incorporate parent input, as well as information from schools and other youth-serving organizations. Parent contact and permission to shelter is documented in the youth's file on the Information/Discharge Form and in the progress notes.

The court liaison is responsible for daily counseling sessions, file updates, advocacy, parental contact, and family counseling, if possible. Through parent contact and other agency involvement, this plan may be revised as the youth's needs and options change.

#### Length of Stay

The Together Youth Shelter Program is licensed to provide emergency shelter to youth for up to 30 days as noted in the Department of Children and Families Manual of Standards. Most youth who have been placed by the Family Court only need shelter for up to 14 days, allowing time for the program and Family Court staff to intervene, the crisis to be resolved, and the family to be reunited. If it is determined that the youth's case should be transferred to the Division of Child Protection and Permanency, Together has the immediate capability to transfer the child into a DCP&P bed if an opening exists. This avoids the youth having to be placed twice in a short period and keeps the youth in their own county close to family members and school. In some extreme cases, the period of time that a youth is sheltered can be increased, relative to the needs of the youth. CFS works with the Family Court carefully to assist with possible placement options. CFS has an after school program, the Family Support Center, which youth may begin attending while staying at the shelter if deemed appropriate by the Family Court. CFS has several homes for youth who are unable to return home due to their family circumstances or their own behaviors and mental health needs and/or because they are aging out of the system. These CFS services include two behavioral health group homes, three transitional living group homes, a residential treatment facility, and emergency diagnostic program, and twenty-three apartments for youth ages 16 - 21. CFS can expedite the interview processes for these placements for youth in our shelter.

#### Provision of Meals

In addition to emergency shelter, the Together Youth Shelter Program provides five meals per day for residents, which include breakfast, lunch, dinner, snack, and dessert. The program's menu is in full compliance with the New Jersey Department of Agriculture Child Nutrition Program, noting that it provides nutritionally balanced meals for this age population.

#### Medical Services

The Together Youth Shelter Program requires that each youth receive a medical exam within 72 hours of admission into the shelter. This medical service is designed to identify any health problems

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that may have resulted from a youth living on the streets or within another potentially unsafe placement. This service is provided by the agency's medical consultant, Dr. Brumberg or the child's own physician. Furthermore, Dr. Brumberg provides additional medical services to youth that are ill or require emergency medical attention. Youth placed by the Family Court have the medical costs assigned to their parents.

### Court Appearances

Together Youth Shelter will transport youth residing in a Gloucester County Family Court bed. This allows the Counselor to share pertinent information about the youth's plans, behavior in the shelter, family contacts, etc. in order to allow the court to make the best possible decisions about the welfare of the child.

### Individual and Group Counseling

The Together Youth Shelter Program provides individual counseling to all sheltered youth. Sheltered youth meet individually with their primary counselor (Court Liaison) for a minimum of three times weekly, with the goal of a daily session. In addition, other counseling staff meets with youth, whenever necessary, to help with any crisis that may arise or just to talk. Program residents also receive group counseling services. Youth receive group counseling in various forms, on various topics including life skills, alcohol, tobacco and other drug use, substance abuse, healthy peer relationships, family relationships, peers, trust, and self-esteem.

An additional service provided to all youth, funded through a New Jersey Social Service Block Grant, is the Life Skills Training Program. This program provides skill development in various topics that include problem solving, coping skills, communication skills, decision-making, personal hygiene, independent living, pre-employment skills, nutrition education, health and sexuality, and budgeting. Group Instruction and the completion of individualized life skills plans are the responsibility of the Life Skills Counselor. The skills provided through this program component have proven invaluable in helping youth to become productive, self-reliant adults.

The need to provide drug and alcohol education, prevention, and treatment services to runaway and homeless youth is vital to their emotional, physical, and mental health. Thus, Together continues to provide its Drug/Alcohol program, which is funded by the Gloucester County Department of Human Services, Division of Addiction Services. All program youth receive a full preliminary drug/alcohol assessment from the program's Drug and Alcohol Counselor to determine the appropriateness of the inclusion of drug/alcohol treatment or education in the youth's treatment plan. Any youth identified as abusing drugs and/or alcohol receives individual counseling, which focuses on counseling regarding addictive behaviors. All youth receive drug education and prevention groups with an evidenced based curriculum at least three times a week that utilize group discussion and videos concerning factual information about drugs and alcohol, along with subjects such as peer pressure, AA/NA, Children of Alcoholics, etc. Youth with substance use disorders are referred to other outpatient or residential services as appropriate.

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In addition to daily groups, House Meetings are held every morning and evening during which youth discuss concerns regarding other residents, the program, or other topics as needed. Through this process, the youth learn conflict resolution and negotiation skills, as well as how to express anger in an appropriate manner. House Meetings also allow the youth to share and process how they are feeling and to set a daily personal goal. They discuss whether they were able to reach their daily goal at the evening House Meeting. House Meetings are facilitated by all counseling and residential staff.

All individual and group counseling sessions are documented in the appropriate youth files and on the Group Progress Notes Log. All staff are trained in basic active listening skills, group dynamics, and crisis prevention intervention. Staff are trained in the Six Core Strategies to Avoid Seclusion and Restraint, as well as the Nurtured Heart Approach developed by Dr. Howard Glasser. Nurtured Heart is a philosophy for creating healthy relationships, built around a framework of "3 Stands" to assist children and youth in developing self-regulation.

### Family Counseling

Counseling services provided to the parents and the families of participating youth are a crucial step in the reunification of the family. Primary counselors, possessing a bachelor's degree or above with additional training, provide these sessions to clarify the problems from the parents' point of view, to provide support and education on parenting and communication skills, and to help the parent to better understand their child's point of view. Successful sessions with parents pave the way for productive family counseling sessions, which are held whenever feasible. The goal of these sessions is to compromise on key issues, to increase the family's ability to communicate effectively, and to reunite the youth with the family, if appropriate.

### Recreational Program

Together provides various recreation activities to the youth receiving shelter services. These recreation activities include scheduled outings to local and state areas of interest, sporting activities, and in-house activities, such as arts and crafts projects. The youth are involved in determining which activities and staff use the general input of youth regarding their interests.

Structured recreation activities occur every weekend, as well as weekday evenings when the schedule allows. These activities are scheduled on the Monthly Recreation Calendar, which is posted for all youth. In addition, the House Structure, which outlines the times that are set aside for recreation/leisure activities, is discussed with all youth at intake and is posted in several key places throughout the facility.

### Case Supervision

Weekly case supervision meetings are held with all of the primary counseling staff in attendance. Each youth's case is reviewed by the Program Director, Therapist and Primary Counselors, with additional feedback given by other staff who has also dealt with the

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youth. Results of family team meetings with DCP&P and the CMO are also discussed. This process allows the staff to respond to the more intensive behavioral needs of many of the program's residents. Alternate treatment issues are explored and staff will utilize this time to brainstorm new approaches for the program's most challenging youth.

Weekly treatment plans are established and documented, noting a youth's educational, medical, and counseling needs for the week, as well as placement status updates. The youth's goals and views are the central part of the plan, encouraging them to participate in the aspects that they have control over. As behavioral or linkage goals are accomplished, the primary counselor will note the date next to the corresponding issue, documenting its completion. This notation allows all staff to easily track the youth's goals and case plan at all times.

### Service Linkages

Together Youth Shelter maintains service linkages with many youth serving agencies, including: Lighthouse of Mays Landing, Maryville, Inc., Planned Parenthood of Southern NJ, Robin's Nest, Inc., Southern Jersey Perinatal Cooperative, CGS Family Partnership, Inc., Cooper Health System, and Boys and Girls Club of Gloucester County. These linkages allow the coordination of services necessary to provide comprehensive counseling, psychiatric intervention, placement, and other services to youth, utilizing all available community resources. CFS's continuum of care spans more than seventy programs that may benefit Together residents and their families, including: Family Preservation, the Family Support Center which is an after school program; ACE which provides mentor coaches to support youth on probation; Family Success Centers; in home behavioral health services; sexual assault counseling; domestic violence services; victim services; trauma counseling; and adult mental health and substance abuse treatment services for the parents.

### LGBTQ+ Youth

Together the operational hub of Kaleidoscope, a community based Gay Straight Alliance. According to the Forty to None Project, LGBTQ youth are disproportionately homeless. Lesbian, gay, bisexual, and transgender youth make up approximately 3-5% of the general population. In the homeless population, estimates range from 20-40%. By providing a group like Kaleidoscope, youth can get to know the volunteers and staff and if they ever get into a situation where they are displaced from their homes, possibly for coming out, they know there are resources available. Kaleidoscope has meetings twice a month, once at drop-in center in a public library in Camden County and once at a local board game shop in Gloucester County. These venues allow our youth to be anonymous to the outside world inside a safe, nurturing environment. Staff has attended high school GSAs with local PFLAG members and discussed having a safety plan for when they tell their parents. Staff have also presented at local state DCP&P offices to help educate and share awareness with adolescent workers. All residential staff continue to receive additional training to ensure they are aware and sensitive to the needs of this population in need of added supports.

### Safe Arrival

Pending a transition from the Together Youth Shelter Program, the Residential Counselor on duty will make arrangements to verify the safe arrival of the youth at either their home or an alternate placement. This task may be done in several ways. In cases where the youth is returning home, it is arranged that a parent or relative will transport the youth home. This situation is usually an easy process since the family reunification generally would occur after a family counseling session is provided at the facility.

Youth are not transitioned from the facility without a means to get to their home or other arranged placement. For out-of-state youth who would be taking public transportation to get home, arrangements are made to receive a phone call from the youth and/or parents to note their safe arrival, which is then documented in the file on the case Discharge Form. CFS will work with the Family Court Staff on any other placement verification options. When possible, CFS staff will help with the transportation of the child to their future placements.

#### Follow up

All youth are given the Together Hotline number to follow up with staff if they need anything or would like to stay in touch. Youth fill out an exit summary of their experiences in the shelter which are compiled to determine best practices and program changes or improvements. Staff attempts to reach the child at three and six month intervals to discuss how the child is doing and to see if they have any other needs.

If requested by youth and family at discharge, aftercare counseling sessions are provided weekly or biweekly, depending on the needs of the youth and are usually short-term in nature.

#### Summary of Program Description

In summary, youth placed by the Family Court with the Together Youth Shelter receive a vast array of services aimed at caring for the youth in a loving and respectful manner. The shelter acknowledges that no child wants to be in a shelter or any other placement away from their homes and families. CFS has enjoyed a positive relationship with the Family Court staff over many years and looks forward to continuing this vital service.

### ***B. PROGRAM GOALS***

Together Youth Shelter provides emergency shelter for youth in need of a safe placement. Through this RFP, the goals of the program are:

- 1) To provide two guaranteed beds for the Gloucester County Family Court for youth ages 9-17 who meet Together Youth Shelter intake criteria.
  - 2) To provide all sheltered youth with basic clothing, food, counseling, and case management services outlined in program description. All youth will be part of the comprehensive shelter program designed to assist youth in resolving the legal, personal and family problems they face. This program includes education, life skills, counseling and Drug &
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**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CENTER FOR FAMILY SERVICES, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **January 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, NJ 08103, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the provision of family supportive counseling services for eligible family court and DCF involved youth and related services as per **RFP-019-015**; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a three-year period from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for two (2) one-year periods.
2. **COMPENSATION**. Contract shall be for estimated units of service in an amount not to exceed \$82,460.00 per contract year.

Contractor 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 Contractor shall be as set forth in this Contract, RFP-019-015 issued by the County, and Contractor's proposal dated November 5, 2018 which are incorporated herein.

documents.

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

A. 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.

B. 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.

C. 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.

D. 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.

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

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be

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

**9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **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.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior

approval of the County.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-019-015** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-019-015**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-019-015**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** shall be effective as of the **1<sup>st</sup>** day of **January, 2019**.

**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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CENTER FOR FAMILY SERVICES, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**



PREVENTION | INTERVENTION | EDUCATION

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19-015

November 5, 2018

Mr. Pete Mercanti  
Purchasing Department  
County of Gloucester  
One N. Broad Street  
Woodbury, NJ 08096

RE: RFP #19-015 Family Supportive Counseling

Dear Mr. Mercanti:

On behalf of Center For Family Services' Family Support Center, I am pleased to submit the attached proposal. Attached please find the original and five copies of Center For Family Services' (CFS) proposal for the above-referenced RFP. CFS has long provided a comprehensive family-oriented treatment program, including wrap around services, to Family Court and DCF-involved youth. Our proposal will afford us the opportunity to continue to our partnership with the County of Gloucester in providing these much-needed services. CFS has a combined experience of over 98 of service in assisting individuals and families in improving their lives. We have extensive experience working with children and bringing services to families in homes, schools, and their communities.

CFS' Family Support Center seeks to provide an after-school program for Gloucester families to prevent out-of-home placement and court involvement of teenage youth through strengthening the family as a system. Family Support Center provides individual, group, and parent counseling, family counseling, drug/alcohol prevention and education, life skills training, anger management skill-building, health and sexuality education, crime/violence prevention, recreation, transportation, advocacy, tutorial assistance, and follow-up care. With the support of Gloucester County, CFS will be able to provide support services to at risk youth to prevent out-of-home placement.

We appreciate Gloucester County's support of our services to support Gloucester County Families. If you need any further information, please do not hesitate to contact Judyann McCarthy, Associate Vice President of Child & Adolescent Behavioral Health Services, at 856-964-1990, ext. 22228 or at [jmccarthy@centerffs.org](mailto:jmccarthy@centerffs.org).

Sincerely,

Richard Stagliano  
President/CEO

RICHARD STAGLIANO | PRESIDENT/CEO  
584 BENSON STREET | CAMDEN, NJ 08103  
P 856.964.1990 | F 856.964.0242



CHANGING THE ODDS FOR CHILDREN AND FAMILIES BY PROVIDING

*Vision, Hope, and Strength for a Better Life*

THROUGH PREVENTION, INTERVENTION, AND EDUCATION

**ATTACHMENT B  
GLOUCESTER COUNTY  
DEPARTMENT OF HUMAN SERVICES  
PROGRAM DESCRIPTION, GOALS  
AND OBJECTIVES**

**Contractor Summary Sheet**

**Incorporated Name of Applicant** Center For Family Services, Inc.

**Agency Type:**        Public ( )    Profit ( )        Non-Profit( X )        Hospital Based( )

**Federal Tax ID Number** 22-3669704        **DUNS Number** 012278537

**Charities Registration Number** CH 1791600

**Contractor Address** 584 Benson Street  
Camden, NJ 08103

**Proposal Contact Person** Judyann McCarthy, LCSW        **Phone Number** 609-202-8470

**Email Address** jmccarthy@centerffs.org        **Fax Number** 856-964-0606

**Contractor Fiscal Year:**    From January 1, 2019    To December 31, 2021

**Total Dollar Amount Requested:** \$82,460 per year

**Match Required (Y/N)** Not required    If Yes, Match Amount \$ \_\_\_\_\_

**Type of Match:**        Cash ( )    or    In-Kind ( )

**Proposal Funding Year:** From January 1, 2019    To December 31, 2019

**Definitions of the services:** Center For Family Services' Family Support Center will provide a community-based alternative for Family Court, DCF, and DCP&P youth and their families in need of a comprehensive after-school and summer program. Services will include: cognitive life skills training, anger management, substance abuse prevention and general health education, homework assistance, advocacy and case management, recreational activities, family activities, and transportation to and from the program for the youth. The program will take place after-school, some weekends, and during the summer. Evidence-based Positive Youth Development and Nurtured Heart principles guide service provision.

**Please complete Attachment C for each service you wish to request funding for.**

**Authorization: Chief Executive Officer (Print)** Richard Stagliano

**Signature** Richard Stagliano        **Date** 11-6-18

## **A. PROGRAM DESCRIPTION**

### **Center For Family Services Agency Capability**

Center For Family Services, Inc. (CFS) is a nonprofit human services agency with over 98 years of experience serving youth and families. Our vision is for all people to lead capable, responsible, fulfilled lives in strong families and healthy communities. Our mission is to support and empower individuals, families and communities to achieve a better life through vision, hope and strength.

CFS is a member of the New Jersey Alliance for Children and Families, the New Jersey Association for Mental Health and Addiction Agencies (NJAMHA), and the National Network of Runaway and Homeless Youth, meeting international standards for the quality of its services. CFS is accredited by the Council on Accreditation (COA).

Center For Family Services offers a full continuum of care throughout southern New Jersey, addressing the needs of the population at every stage of life, from birth to old age. Services include intensive home-based treatment to special populations such as children at risk of abuse and neglect, mentally and emotionally troubled youth, delinquent youth, and abused or at-risk elderly. Outpatient services include treatment for trauma survivors and victims of sexual assault, as well as treatment and counseling for substance abuse and child/family problems.

With an operating budget of more than \$50 million, CFS employs more than 1,000 full and part-time staff and has over 900 volunteers in 50 locations throughout southern NJ, providing services to more than 35,000 clients each year through established connections with Family Court, police departments, schools, DCP&P, and community service agencies.

*"To people in need or in crisis, to people who have had life-long challenges, or to people whose lives have changed in a second, we are support, help, counsel, food, shelter, a kind word...a sense of hope."* Center For Family Services' staff understand that we could be in the same position of those we serve and this recognition guides us in our interactions with families.

### **Family Support Center Program Background**

The Family Support Center was funded in 1986 through a SLEPA grant and incorporated DCP&P, Juvenile Probation and Center For Family Services into a collaborative to avoid out-of-home placement for Gloucester County Youth. After three years, the SLEPA grant ended, as was the original plan for the seed money. At the time, DCP&P committed to fund half of the program annually and the Gloucester County Freeholders committed the remaining funding annually. Since 1996, Probation and DCP&P have remained strong partners in the continuation of the program. CFS has solicited other funding and private donations in order to continue the program and augment the services, including many private donations for holiday gifts for the youth and their families, recreational trip tickets and clothing for the youth.

This proposal is seeking to continue this historically beneficial program for Gloucester County youth and their families. The combination of DCP&P and county funding makes possible this

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**RESOLUTION AUTHORIZING AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE EXTENSION OF HEALTH OFFICER SERVICES**

**WHEREAS**, Gloucester and Salem previously entered into a Shared Services Agreement for the provision by Gloucester of Health Officer services on behalf of Salem for a (5) five-year period ending December 31, 2018; and

**WHEREAS**, Salem has requested an extension of Health Officer services after the conclusion of that Agreement for a ninety (90) day period ending March 31, 2019; and

**WHEREAS**, the Department of Health is agreeable to a one-time extension of such services, for the desired period, under terms and conditions of the prior Agreement, which otherwise shall remain in full force and effect.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to Amendment of a Shared Service Agreement with Salem as described herein; and

**BE IT FURTHER RESOLVED**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester agrees to extend Health Officer services on behalf of Salem for the period January 1, 2019 through March 31, 2019, at which time Gloucester will discontinue its capacity as enforcement agent for Salem of its Ordinances, and Sanitary and Environmental laws of the State of New Jersey.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**AMENDMENT TO SHARD SERVICE  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COUNTY OF SALEM**

**THIS** is an amendment to a Shared Service Agreement entered into on the **January 22, 2014** by and between **COUNTY OF GLOUCESTER** hereinafter "**Gloucester**" and **COUNTY OF SALEM** hereinafter "**Salem**" whereby Gloucester provides Health Officer services on behalf of Salem, pursuant to an Agreement between the parties, effective for the period January 1, 2014 to December 31, 2018.

**IN FURTHER CONSIDERATION**, of the terms and conditions and the mutual promises made by and between the parties in the above-described Agreement, Gloucester and Salem hereby agree to amend the Agreement as follows:

**The Shared Services Agreement is amended to extend Health Officer services for a ninety (90) day period ending March 31, 2019.**

**Gloucester is amenable to a one-time extension of Health Officer services to Salem for the desired period, under terms and conditions of the prior Agreement, which shall remain in full force and effect, except as provided for herein**

**THIS AMENDMENT** is effective as of the 1<sup>st</sup> day of January, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**COUNTY OF SALEM**

\_\_\_\_\_  
**MELISSA L. DECASTRO, DIRECTOR**