

**AGENDA**

6:00 p.m. Wednesday, June 19, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from June 5, 2019.

**PROCLAMATIONS**

No proclamations to be presented

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

**A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

**Veterans Transportation - \$30,000.00.** These funds will be used to provide paratransit type services to eligible Veterans for scheduled appointments to the VA hospitals in Philadelphia, Elsmere, Delaware and Sewell, NJ.

**Prevention Services - \$300,000.00.** This grant will provide funding for emergency food, prevention, case management and family preservation services to at-risk residents of Gloucester County. This grant funding has remained steady for the past seven years.

**Clean Communities - \$146,629.00.** The purpose of this grant is to help keep Gloucester County clean.

**A-2 RESOLUTION APPROVING APPOINTMENTS TO THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES.**

This Resolution will authorize the appointments of Jean DuBois, Len Daws, Benjamin Griffith, Douglas Wills, Gene Concordia and Ruby Love to the Rowan College of South Jersey Board of Trustees for terms of two, three or four-years each, commencing July 1, 2019.

**A-3 RESOLUTION REAPPOINTING TWO MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.**

This Resolution will authorize the reappointments of Donna Ragonese and John Robinson to the Board of Education of the Special Services School District and the Vocational School District for a three-year term each, commencing July 1, 2019 and terminating June 30, 2022.

**A-4 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF JUNE 2019.**

The County Treasurer submits the bill lists for June, 2019 for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors appearing on the lists.

**A-5 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SOFTWARE HOUSE INTERNATIONAL, CORP. FROM JUNE 19, 2019 TO JUNE 18, 2020 IN AN AMOUNT NOT TO EXCEED \$300,000.00.**

This Resolution authorizes the purchase of computer equipment and related services from Software House International, Corp. in an amount not to exceed \$300,000.00 from June 19, 2019 to June 18, 2020 through State Contracts.

**A-6 RESOLUTION ESTABLISHING AN ENERGY AGGREGATION PROGRAM PURSUANT TO N.J.S.A. 48:3-93.1 ET SEQ.**

This Resolution will establish a government aggregator and an energy aggregation program to purchase electric generation service pursuant to N.J.S.A. 48:3-93.1 et seq. and N.J.A.C. 14:4-6.1 et seq., which will increase competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing any interruption in service.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES****FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER****B-1 RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH COMMERCIAL INTERIORS DIRECT, INC. THROUGH STATE CONTRACT.**

On April 3, 2019 the County awarded a contract to Commercial Interiors Direct, Inc. to purchase of labor, materials and installation of carpet/ flooring for various County buildings, through State Contract #A81755 in an amount not to exceed \$150,000.00, from April 3, 2019 to April 2, 2020. An increase of \$60,000.00 is necessary to purchase labor, materials and installation of carpet/flooring for the Social Services Building.

**B-2 RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC. FOR \$29,778.90.**

This Resolution authorizes the installation of waterproof membrane, skim coat floors, installation of vinyl composition tile and cover base at the Gloucester County Prosecutor's Office as per bid PD-19-030 from Commercial Interiors Direct, Inc., 1 South Corporate Drive, 2nd Floor, Riverdale NJ for \$29,778.90 for a period starting after "Notice to Proceed" allowing "reasonable amount of time for completion".

**B-3 RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS HARDSCAPING, LLC FOR \$18,600.00.**

This Resolution awards a contract with Think Pavers Hardscaping, LLC for materials, labor and installation of EP Henry ECO Pavers Turf Pavers at the Gloucester County Veterans Cemetery as per bid specifications PD-19-029 for \$18,600.00, for a period starting after "Notice to Proceed" until "reasonable amount of time for completion". C.A.F. #19-05177 has been obtained to certify funds.

**B-4 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT FROM JUNE 19, 2019 TO JUNE 18, 2020 IN AN AMOUNT NOT TO EXCEED \$125,000.00.**

This Resolution authorizes the purchase and delivery of ammunition from Eagle Point Gun/TJ Morris & Son by the County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use through State Contract #A81296 in an amount not to exceed \$125,000.00 from June 19, 2019 to June 18, 2020.

**B-5 RESOLUTION AUTHORIZING EXECUTION OF THE FY 2019 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NJ DIVISION OF FAMILY DEVELOPMENT FROM APRIL 1, 2019 TO SEPTEMBER 30, 2019 FOR \$616,884.00.**

This Resolution will approve the renewal of the annual Title IV-D NJKIDS Reimbursement Agreement with the NJ Division of Family Development. The Reimbursement Agreement sets forth the performance standards and reimbursement procedures for the Sheriff's Department for arrest services where bench warrants pertaining to child support and paternity matters have been issued. These Statewide agreements are available to all 21 County Sheriffs. The FY 2019 IV-D NJKIDS Reimbursement Agreement will provide the Gloucester County Sheriff's Department up to \$616,884.00 for said services from April 1, 2019 to September 30, 2019.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS****FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY****C-1 RESOLUTION AUTHORIZING A CONTRACT WITH EDUCATIONAL AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS, FROM JULY 1, 2019 TO JUNE 30, 2021, IN AN AMOUNT NOT TO EXCEED \$700,000.00 EACH YEAR.**

This Resolution authorizes the County of Gloucester to enter into contracts with numerous occupational training vendors (proprietary schools) to provide eligible individuals with occupational skills. All clients seeking these services are determined eligible and suitable for training by Certified Employment Counselors located at the Gloucester County One Stop Career Center. All training vendors must be approved by the New Jersey Department of Labor's Center for Occupational Employment Information and appear on the state's "Eligible Training Provider List". This is a general authorization Resolution since we cannot identify all training vendors our customers may choose to attend and new training vendors are continuously added to the State's Eligible Training Provider's List. Funding is from Workforce Innovation and Opportunity Act programs and Work First NJ funds. We anticipate spending a maximum of \$700,000.00 during each year of this two year contract (July 1, 2019 thru June 30, 2020 and July 1, 2020 thru June 30, 2021) dependent upon available funding. The maximum amount of training dollars per client is \$5,000.00.

**C-2 RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #01-FINAL WITH SOUTH STATE, INC.**

This Resolution will authorize Change Order #01-Final to increase the contract with South State Inc. by \$179,216.50 for Resurfacing and Safety Improvements to Main Street (CR553A) and Wenonah Avenue/Mantua Boulevard (CR632) in the Township of Mantua, known as Engineering Project #16-01SA. This increase is necessary to reflect increases and decreases to items and supplemental items for final as-built quantities, resulting in a new total contract amount of \$1,713,371.50. This project is State Aid funded.

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

This Resolution will authorize Change Order #01-Final to increase the contract with South State Inc. by \$219,212.69 for Resurfacing and Safety Improvements to Coles Mill Road (CR538) from Williamstown Road (CR612) to the Black Horse Pike (Route US 322) in the Townships of Franklin and Monroe, known as Engineering Project #17-03SA. This increase is necessary for increases and decreases to items and supplemental items for final as-built quantities, resulting in a new total contract amount of \$3,117,034.89. This project is State Aid funded. CAF #18-06170 has been obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH MASER CONSULTING, P.A. FOR \$139,915.47.**

This Resolution authorizes a professional services contract with Maser Consulting, P.A. for design services regarding intersection improvements to Bridgeton Pike (State Route 45) and Mantua Blvd/Berkley Road (CR 632) in Mantua Township, as per RFP-19-034 (known as Engineering Project #18-18), for \$139,915.47. CAF #19-05404 has been obtained to certify funds.

**C-5 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR \$47,769.91.**

This Resolution authorizes a professional services contract with Remington & Vernick Engineers for construction management and inspection services regarding resurfacing and safety improvements to Blue Bell Road (CR 633) in Monroe Township, as per RFP-19-038 (known as Engineering Project #18-14), for \$47,769.91. CAF #19-05405 has been obtained to certify funds.

**C-6 RESOLUTION EXTENDING THE CONTRACT WITH J. FLETCHER CREAMER & SON FROM JUNE 25, 2019 TO JUNE 24, 2020 IN AN AMOUNT NOT TO EXCEED \$245,888.00.**

This Resolution will authorize the County's option to extend the contract previously awarded to J. Fletcher Creamer & Son for the 2018-2019 Guiderail Maintenance Project (known as Engineering Project #18-06) from June 25, 2019 to June 24, 2020, in an amount not to exceed \$245,888.00.

**DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF STATE POLICE AND ACCEPTANCE OF FFY2019 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2019 TO JUNE 30, 2020.**

This resolution is authorizing the application and acceptance of the FFY 2019 Emergency Management Agency Assistance Grant in the total amount of \$110,000.00, which includes \$55,000.00 in grant funds and a \$55,000.00 county in-kind match.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**F-1 RESOLUTION AUTHORIZING THE PURCHASE OF FLU VACCINES FROM WELLS FARGO, C/O FFF ENTERPRISES, INC., THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$176,807.72.**

This Resolution authorizes the purchase of flu vaccines for the 2019-2020 season from Wells Fargo, C/O FFF Enterprises, Inc.. Such purchase to be made through the use of State Contract # A41502 for a total amount of \$176,807.72. C.A.F. #19-04610 has been obtained to certify funds.

**F-2 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE COUNTY ENVIRONMENTAL HEALTH ACT (CEHA) GRANT FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020, IN AN AMOUNT TO BE DETERMINED.**

This Resolution authorizes the execution of all documents necessary to apply to the New Jersey Department of Environmental Protection (DEP) for the County Environmental Health Act (CEHA) Grant. This grant supports various services provided on behalf of DEP, including Safe Water, Pesticides and Ambient Safe Water Inspections; the Solid Waste program, air pollution prevention and provides for use of DEP's database, for the period July 1, 2019 to June 30, 2020, in an amount to be determined.

**F-3 RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR A WIC HEALTH SERVICES GRANT FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$786,887.00.**

This Resolution authorizes the County, through its Department of Health, and Human Services, to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Services Grant, which provides funding for nutrition education and vouchers redeemable for nutritious food for lactating women and for infants and children in Gloucester County for the period October 1, 2019 to September 30, 2020, for \$786,887.00.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF THE NEW JERSEY CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFER OF 2019 CLEAN COMMUNITIES GRANT FUNDS OF \$146,629.15**

This Resolution authorizes a Shared Services Agreement with the Gloucester County Improvement Authority (GCIA) for their continued provision of Clean Communities grant program activities. The Resolution provides for the transfer of \$146,629.15 to the GCIA for the provision of these services for 2019. Funds are provided to the County through the NJ Department of Environmental Protection under and pursuant to the Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. GCIA, which maintains and operates an Office of Recycling and employs the qualified personnel capable of providing activities consistent with the terms set forth in the Grant and the Act, has again been selected by County to utilize and administer these funds on its behalf.

Old Business

New Business

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

Adjournment

Time\_\_\_\_\_

**MINUTES**

6:00 p.m. Wednesday, June 5, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

|                         | Present | Absent |
|-------------------------|---------|--------|
| Deputy Director DiMarco | X       |        |
| Freeholder Barnes       | X       |        |
| Freeholder Christy      | X       |        |
| Freeholder Jefferson    | X       |        |
| Freeholder Lavender     | X       |        |
| Freeholder Simmons      | X       |        |
| Director Damminger      |         | X      |

Changes to the Agenda

Approval of the regular meeting minutes from May 15, 2019.

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        | X      | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**PROCLAMATIONS**

**51886** Proclamation recognizing Washington Township Cub Scout Pack 220 for being one of the first cub scout packs allowing females to join the Boy Scouts of America. Presented (Freeholder Simmons)

Proclamation recognizing Gavin Wagner for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. Rescheduled to 8/14/19 (Freeholder Lavender)

**51887** Proclamation in honor of Reverend Dr. Stafford J. Miller, Mt. Zion-Wesley United Methodist Church of Deptford, NJ Upon his retirement June 8, 2 019. To Be Presented at a later date (Deputy Director DiMarco)

**51888** Proclamation in honor of Washington Township High School 1st Place Winner 23rd Annual Gloucester County Consumer Bowl. To Be Presented at a later date (Freeholder Barnes)

**51889** Proclamation recognizing Senior Airman Meghan Colleen Anderson in appreciation for her service to our country. Previously Presented (Freeholder Christy)

**51890** Proclamation recognizing Petty Officer Third Class Nicholas Matthew Smith in appreciation for his service to our country. Previously Presented (Freeholder Christy)

**51891** Proclamations recognizing the Best of Gloucester County (previously presented) (Freeholder Simmons)

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

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        | X      | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**CLOSE**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        | X      | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

**51892 RESOLUTION AUTHORIZING THE PUBLIC AUCTION OF LAND OWNED BY THE COUNTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AS 600 HURFFVILLE CROSSKEYS ROAD, BLOCK 53, LOT 12 IN THE TOWNSHIP OF WASHINGTON.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51893 RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2019 TO JUNE 25, 2020 IN AN AMOUNT NOT TO EXCEED \$25,000.00.**

This Resolution authorizes a professional services contract with Penn Behavioral Health Corporate Services for the provision of a Professional Employee Assistance Program to benefit County employees as per RFP-19-033, from June 26, 2019 to June 25, 2020 in an amount not to exceed \$25,000.00.

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51894 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51895 RESOLUTION AUTHORIZING A CONTRACT WITH PLATINUM NETWORKS, LLC FROM JUNE 5, 2019 TO JUNE 4, 2020 FOR \$27,737.40.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51896 RESOLUTION AUTHORIZING A MODIFICATION TO THE 2019 PITMAN GOLF COURSE FEE SCHEDULE.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER**

**51897 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) WITH SEAMLESS FLOORING SYSTEMS, INC.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        |     |     | X       |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     | X      |        | X   |     |         |        |
| Freeholder Simmons      |        |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**51898 RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC. AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2019 TO JUNE 10, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00 EACH.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51899 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR THE MONROE/WASHINGTON TOWNSHIP BICYCLE CONNECTOR PROJECT FOR \$2,817,977.75.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        |     |     | X       |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51900 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$506,326.12.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51901 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS IN MONROE TOWNSHIP FOR \$1,776,330.00.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        |     |     | X       |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51902 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE WASHINGTON/MONROE BICYCLE CONNECTOR PROJECT FOR \$93,673.37.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51903 RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2020-2022.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        |     |     | X       |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51904 RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51905 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS REGARDING THE NORTH MAIN STREET (CR654) PROJECT IN MONROE TOWNSHIP FOR \$68,200.44**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51906 RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. REGARDING THE HURFFVILLE-GRENLOCH ROAD (CR635) PROJECT IN WASHINGTON TOWNSHIP FOR \$49,675.00.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      |        | X      | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**51907 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CLEAN AIR COMPANY, INC., FOR \$82,505.00.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      | X      |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      |        | X      | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51908 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH TMA OPERATIONS, LLC TO INCREASE THE CONTRACT AMOUNT BY \$1,500.00.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        |        | X   |     |         |        |
| Freeholder Christy      | X      |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      |        | X      | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**51909 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    | X      |        | X   |     |         |        |
| Freeholder Lavender     |        |        |     |     | X       |        |
| Freeholder Simmons      |        |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51910 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS IN THE AMOUNT OF \$30,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    | X      |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      |        |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51911 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE 2020 SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM (SCDRTAP) GRANT IN AN AMOUNT OF \$477,489.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    | X      |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      |        |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**51912 RESOLUTION AUTHORIZING THE USE OF 22ND CENTURY TECHNOLOGIES, INC. TO SUPPLY TEMPORARY STAFF FOR THE DIVISION OF SOCIAL SERVICES THROUGH DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$45,000.00.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    | X      |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      |        |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

**51913 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 8, 2019 TO MARCH 7, 2020, IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER CONTRACT.**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     | 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 | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**CLOSE**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

**Adjournment**

|                         | Motion | Second | AYE | NAY | Abstain | Absent |
|-------------------------|--------|--------|-----|-----|---------|--------|
| Deputy Director DiMarco |        |        | X   |     |         |        |
| Freeholder Barnes       |        | X      | X   |     |         |        |
| Freeholder Christy      |        |        | X   |     |         |        |
| Freeholder Jefferson    |        |        | X   |     |         |        |
| Freeholder Lavender     |        |        | X   |     |         |        |
| Freeholder Simmons      | X      |        | X   |     |         |        |
| Director Damminger      |        |        |     |     |         | X      |

Comments: N/A

Time: 6:31

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE 2019 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 2019 as follows:

- (1) The sum of **\$30,000.00**, which item is now available as a revenue from the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation, to be appropriated under the caption of the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation - *Other Expenses*
- (2) The sum of **\$300,000.00**, which item is now available as a revenue from the State of New Jersey Department of Children and Families Prevention Services, to be appropriated under the caption of the State of New Jersey Department of Children and Families Prevention Services - *Other Expenses*
- (3) The sum of **\$146,629.00**, which item is now available as a revenue from the State of New Jersey Department of Environmental Protection Clean Communities, to be appropriated under the caption of the State of New Jersey Department of Environmental Protection Clean Communities - *Other Expenses*

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION APPROVING APPOINTMENTS TO THE  
ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES**

**WHEREAS**, on August 30, 2018 and August 16, 2018, respectively, the Rowan College at Gloucester County and the Cumberland County College Boards of Trustees adopted resolutions to authorize and promote the establishment of a jointure college pursuant to N.J.S.A. 18A:64A-24, to be branded as Rowan College at South Jersey (“RCSJ”); and

**WHEREAS**, the operation of RCSJ shall be subject to accreditation approval by the Middle States Commission on Higher Education (“MSCHE”); and

**WHEREAS**, the Board of Trustees for RCSJ shall be constituted as provided by N.J.S.A. 18A:64A-8, with board member appointments being made by the appointing authority of each respective county.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following individuals shall be named as members to the Rowan College at South Jersey Board of Trustees:

1. **JEAN DUBOIS** is hereby appointed for a two-year term, commencing July 1, 2019 and terminating on June 30, 2021.
2. **LEN DAWS** is hereby appointed for a two-year term, commencing July 1, 2019 and terminating on June 30, 2021.
3. **BENJAMIN GRIFFITH** is hereby appointed for a three-year term, commencing July 1, 2019 and terminating on June 30, 2022.
4. **DOUGLAS WILLS** is hereby appointed for a three-year term, commencing July 1, 2019 and terminating June 30, 2022.
5. That **GENE CONCORDIA** is hereby appointed for a four-year term, commencing July 1, 2019 to June 30, 2023; and
6. That **RUBY LOVE** is hereby appointed for a four-year term, commencing July 1, 2019 to June 30, 2023.

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements, and successful MSCHE accreditation of RCSJ.

**ADOPTED** at regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 19, 2019 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

## Jean DuBois

[REDACTED]

[REDACTED]

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### Summary of Qualifications

Thirty six years of experience in government. Excellent skills in verbal and written communications, organization and motivation. Proven ability to function independently and to deal with the public and employees in a positive and professional manner. Computer skills, investment skills and problem solver.

### Employment History

- 1974-1984 Township of Mantua  
Main Street, Mantua, N.J. 08051  
Treasurer, Purchasing Agent, Registrar of Vital Statistics, Payroll  
Certified as County and Municipal Finance Officer through Rutgers
- 1984-2007 County of Gloucester  
1 N. Broad Street, Woodbury, N.J. 08096  
Treasurer, County Finance Officer  
Responsible for debt management, investment of funds, monthly bills, biweekly payroll,  
office management, time and attendance, notary public

### Education

- 1954 Graduate of Camden High School  
1984 CFO Certification - Rutgers  
22 mandated CEU credits earned every two years

### Accomplishments

- 1976-1982 Clearview Regional High School Board Member
- 1984-1986 President - Tax Collector's & Treasurer's Association of Camden, Gloucester and Cumberland Counties
- 1984-2007 Member-Gloucester County Audio Visual Aid Commission
- 1998 Finance Officer of the Year  
New Jersey Association of County Finance Officers
- 2005 Southern New Jersey Development Council Distinguished Achievement Award
-

- 2005            Alternate Zoning Board Member –Township of Mantua
  
- 2007            Finance Officer of the Year  
New Jersey Association of County Finance Officers
  
- 2007-2010     Gloucester County Chapter Red Cross Member
  
- 2007-2010     Gloucester County Board of Chosen Freeholders  
Overseeing and Liaison for Department of Health and Senior Services, Medical  
Examiner, Emergency Management, Emergency Medical Services, County  
Emergency Response, Fire Marshall and Fire Chief's Association, Commission for  
Women, Autonomous Board Oversight Committee.  
Recognized for outstanding contributions in the field of finance.
  
- 2011            Commission for Women Member
  
- 2011            Gloucester County College Board Trustee
  
- Political**
  
- 1974-1983     Treasurer-Mantua Township Democrat Executive Committee  
Executive Committee Member District 10
  
- 1984-2007     Treasurer-Gloucester County Democrat Executive Committee  
Executive Committee Member District 10
  
- 1986-2007     Democrat Campaign Committee Treasurer
  
- 1996- Present   Treasurer-Sweeney for Freeholder

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## **EDUCATION**

### **MS in Computer Science**

Drexel University, College of Engineering, Philadelphia, NJ, May 1991; GPA 3.9

- Graduated Upsilon Pi Epsilon

### **BS in Computer Science**

Rowan University / Glassboro State, Glassboro, NJ, May 1984; GPA 3.5

## **EMPLOYMENT**

### ***LOCKHEED MARTIN, MOORESTOWN, NJ***

#### **06/2011 – Present, Sr Systems Engineering Manager C4I Communication and Network**

- Sr. Manager for Network & Communications engineering department consisting ~130 employees, and 29 contractors, with +\$39M in annual contracts. Department represents a cross-discipline engineering organization, responsible for computer electrical engineering, network engineering, software systems engineering, cybersecurity, reliability engineering and operational readiness test systems on USN Aegis, USN Littoral Combat System, MDA LRDR and USCG programs.
- Lockheed Martin Moorestown STEM representative to area two-year colleges and four-year universities, RCoGC, RCoBC, Rutgers/Camden & Rowan University. Led development of Year-Round Internship / Apprenticeship Engineering partnership with colleges and universities that provides students with continued year-round employment, mentoring and real-world on-the-job training, leading to full-time employment opportunities at Lockheed Martin Moorestown.

#### **06/2013 – 11-2015, Sr Engineering Program Manager (EPM)**

- EPM for Lockheed Martin's US Coastguard programs; \$200M annual orders & sales

#### **12/1985 – 12/2004, First Line Engineering Manager & Various Engineering Roles**

### ***ADJUNCT TEACHING:***

#### **09/2016 – Present, Rowan University Department of Science & Mathematics**

- Adjunct Faculty Member within Department of Computer Science

#### **1992 – 1999, Gloucester County & Burlington County Colleges**

- Various adjunct teaching assignments within the Department of Computer Science at Rowan College of Gloucester County (Gloucester County College) and Rowan College of Burlington County (Burlington Counter College)

## **ADDITIONAL INFORMATION**

- Annual Friends of Rowan University/Rowan College of Gloucester County STEM scholarship
  - 2012 – Present, Board of Trustees Rowan College of Gloucester County
  - 1993 – 2011, Active community involvement in variety of organizations: West Deptford Township Committee & Township Planning Board 1993-2011
  - 1995 – 2008, variety of community youth organizations: West Deptford Little League, Cub Pack 295, Boy Scout Troop 295, West Deptford Soccer & West Deptford Basketball Association
-

## Benjamin T. Griffith

**Benjamin T. Griffith**, is the former President/CEO of South Jersey Federal Credit Union, leading SJFCU from 1974 to 2015. South Jersey Federal Credit Union (SJFCU) serves public employees, schools, hospitals, postal workers, casinos and more than 500 additional private businesses and organizations which are SJFCU's Select Employee Groups (SEGs).

In the 40 years he directed SJFCU's operations, he has overseen the credit union's growth from a company with a membership of 1,500 to a membership base of more than 45,500 and from assets less than \$1 million to over \$335 million, making it South Jersey's largest credit union. He is currently a member of the board of directors of SJFCU.

He was known in the community for being a strong supporter of local organizations and of the local communities that South Jersey Federal Credit Union served. That legacy of service to the local communities is reflected in the numerous awards and honors presented to Griffith in recognition of that service.

The United Way of Gloucester County awarded its highest individual honor, the **Volunteer Leadership Award**, to Griffith in 2014. He remains an active member of that organization's Board of Directors, to which he was first elected in 2005.

In June 2014, Griffith received the "**Champion of Children**" Award from the Camden Children's Garden, given to those who work on behalf of the children and residents of Camden. Also in June, Griffith accepted the "**Sponsor of the Year**" award from the Parada San Juan Bautista organization, which promotes Puerto Rican culture and heritage in Camden and surrounding areas; the credit union is a long-time supporter of Parada events and donates annually to its scholarship fund.

In October 2014, the Gloucester County chapter of the N.A.A.C.P. presented Griffith with its "**President's Award**" for distinguished service to the South Jersey community at the organization's annual "Freedom Fighters" ceremony.

Griffith serves as treasurer of the Gloucester County Chamber of Commerce and is also a past chairman of the chamber. The Gloucester County Chamber honored Griffith in 2011 for his many years of service. Also in 2011, Griffith received the "**Distinguished Citizen of the Year**" award for Gloucester County from the Southern New Jersey (now Garden State) Council, Boy Scouts of America.

Griffith was named to the Board of Trustees of Rowan College at Gloucester County in February 2015, having been appointed to the post by the Gloucester County Board of Chosen Freeholders. He was also appointed to the Inspira Health Network Joint Hospital Board of Trustees in July 2015. Griffith has served on the Board of Trustees of the Southern New Jersey Development Council. He was also appointed a member of the very first Credit Union Advisory Council of the Philadelphia Federal Reserve Board. He is a past chairman and current member of the Deptford Township Business Advisory Committee.

Griffith is a past member and chairman of the **New Jersey Credit Union League**. His work with the New Jersey Credit Union League included the Hay Study for Salary Administration, the DCIB Study for Operations Effectiveness, a complete revision of the NJCUL bylaws, and the establishment of the Dues Study Task Force for Fair and Equitable Dues Structure. Griffith has also served as a director of the **Credit Union National Association (CUNA)**. In that capacity he served as a national director from New Jersey for nearly two decades. In that capacity, he participated in numerous CUNA committees, including the CUNA Examination and Supervision Task Force committee, the CUNA Bankruptcy Open Committee, the CUNA Bankruptcy Task Force and the CUNA Resolutions Committee.

Griffith is a lifelong resident of New Jersey and currently lives in Washington Township with his wife, Mary Jane.

***Douglas James Wills, Esq.***  
***Vice President and Surety Claims Manager - Chubb Surety Claims***

Douglas James Wills is Vice President and Surety Claims Manager in the Chubb Surety Claims department with over 20 years of experience in the surety and construction industry. He has been with Chubb since July 2010. Mr. Wills graduated from The Catholic University of America in 1992 and The District of Columbia David A. Clarke School of Law in 1995. He served as Judicial Law Clerk to the Honorable Robert E. Francis, J.S.C., Superior Court of New Jersey, Gloucester County, Salem County and Cumberland County, Chancery Division, General Equity, 1995-1996. Mr. Wills is licensed to practice law in New Jersey, Pennsylvania and The District of Columbia. In addition, he maintains an insurance adjuster license in the following states: CT, DE, FL, KY, LA, NC, NH, NM, OK, RI, SC, TX, VT, WV and WY.

Mr. Wills acquired significant litigation experience while working in the private practice of law in the New Jersey and Philadelphia region. He has extensive experience in surety performance and payment bond construction related matters, and contributes as a panelist for national surety industry conferences regularly. Prior to Chubb, Mr. Wills worked for Reliance Insurance Company and St. Paul Surety as Surety Counsel, and for Liberty Mutual Surety as Senior Surety Counsel.

Mr. Wills is a member of the American Bar Association and a Vice-Chair of the ABA Tort Trial and Insurance Practice Section Fidelity and Surety Law General Committee. He is also a member of the Board of Directors for the Philadelphia Surety Claims Association, and the Pearlman Surety Association. Additionally, Mr. Wills is currently a New Jersey Governor's appointed member of the Board of Trustees for Rowan College at Gloucester County, serving on the Executive Committee and as Vice-Chair.

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**SUMMARY OF QUALIFICATIONS**

Senior Manager with thirty years of increasing responsibilities and achievements in Operations, Finance and Sales. Proven abilities in leadership, team building and goal-setting with excellent motivational and communication skills. Adept at dealing effectively with people at all levels and functions within an organization.

Business Development  
Key Account Management  
Strategic Planning  
Customer Supply Agreements

Operations Optimization  
Cost Containment  
Labor Contract Negotiations  
Business Continuity Planning

**PROFESSIONAL EXPERIENCE**

**Moldamatic, LLC, Penndel, PA**

2008-present

**General Manager**

Manufacturer of custom injection molding, 150 employees, ISO-9001-2008. Reports directly to the President/CEO. Responsible for managing all aspects of this privately held company.

**Comar, Inc., Buena, New Jersey**

1993-2008

Manufacturer of glass and plastic packaging components consisting of 500+ employees in an ISO-9001, ISO-13485 environment serving the Pharmaceutical and related markets.

**Vice President Operations**

2001-2008

Report directly to the President/CEO. Direct the operations, engineering and customer service aspects of this privately held manufacturing company. Directed sales and marketing through 2004. Responsible for the day-to-day management of these areas while being an integral part of the senior leadership team.

- Improved shareholder value by increasing EBITDA and lowering total debt
- Reduced Workers' Compensation costs through aggressive safety programs. Achieved the lowest experience modification rating in the state of New Jersey within our industry four consecutive years
- Achieved cost savings through process improvement teams, job combinations and execution of a strategic capital plan
- Created Director of Sales and Distributor Manager positions. Introduced Miller-Heiman and Value Vision sales training. Implemented CRM package (salesforce.com). Improved credibility of sales pipeline by implementing opportunity ranking
- Established company wide key operating metrics
- Implemented six-sigma green belt training utilizing New Jersey training grant coordinated through Rowan University

**Executive Director of Sales and Marketing**

2000-2001

Responsible for sales, marketing and customer service. Directed activities for 10 sales and marketing professionals and 8 internal customer service representatives.

- Directed National Account Management for top Pharma companies including Merck, J&J, Pfizer, Wyeth and Eli Lilly
- Developed sales performance objectives and revised the compensation program

**Executive Director of Glass and Plastic Operations**

1999-2000

Responsible for three facilities and mold shop operations. Directed the manufacturing, quality, engineering, materials management and mold shop functions.

- Successfully established in-house mold-making capability by creating a state-of-the-art mold shop facility
- Effectively expanded TQM philosophy into Glass operations
- Established objectives for joint customer calls with technical and sales representation

**Director of Plastic Operations**

1997-1999

Directed the day-to-day operations for three facilities located in Fajardo, Puerto Rico, Buena and Vineland, New Jersey. Responsible for the overall profitability of these facilities.

- Managed the reconstruction of the Fajardo, Puerto Rico plant following hurricane devastation in 1998
- Successfully managed the divestiture of the Fajardo, Puerto Rico plant to the employees 2 years later

- Successful consolidation of Applicator plant into existing Plastic plant in Buena, New Jersey
- Supported company-wide TQM program by establishing process improvement teams and implemented employee recognition and reward system

Page 2  
Gene Concordia

**Operations Manager – Applicator Division** 1995-1997

Managed 80 hourly and 10 salary employees. Responsible for overall profitability of the operation.

- Implemented automated assembly systems resulting in significant labor savings
- Conducted labor contract negotiations with the American Flint Glass Workers Union

**Plant Manager – Plastics Division** 1993-1995

Managed 90 hourly and 12 salary employees. Responsible for materials planning, scheduling, warehousing and blending operations which encompasses 19 injection blow molding and 42 injection molding machines and several secondary processes. Maintained ISO 9002 certification and implemented TQM training.

- Decreased blow mold labor by 15% and injection molding labor by 4%
- Core team member of strategic alliance with #1 customer
- Improved cavity efficiency from 87% to 98%
- Revised set-up mechanic training program and pay rate schedule

**National Casein, Riverton, New Jersey** 1990-1993

Adhesives manufacturer.

**General Manager**

Managed overall plant operations, developed strategies for and conducted negotiations with major corporate raw material suppliers and coordinated R&D projects to support sales & marketing strategy.

- Negotiated with raw material suppliers resulting in annual cost savings of \$380,000
- Restructured workforce requirements resulting in annual cost savings of \$287,000
- Negotiated 3-year bargaining agreement with Teamsters Local 830
- Initiated batch time analysis identifying production inefficiencies, while establishing process parameters

**Owens-Illinois, Inc. – Closure Division** 1975-1990

Glassboro, New Jersey

Manager, Administrative Services 1989-1990

Manufacturing Manager 1985-1989

Manager, Warehouse Operations 1984-1985

Wavne, New Jersey

Manager, Human Resources/Production Planning 1983-1984

Plant Controller 1978-1983

Toledo, Ohio

Service/Scheduling Coordinator 1977-1978

Glassboro, New Jersey

Chief Accountant/Cost and Budget Accountant 1975-1977

## EDUCATION

Bachelor of Arts – Business Administration/Finance, Glassboro State College, Glassboro, New Jersey

1974

## AFFILIATIONS

Chairman Rowan College at Gloucester County – Board of Trustees  
Member, DCAT & PDE

Page 3  
Gene Concordia

## PROFESSIONAL DEVELOPMENT

### Operations

Juran on Quality Improvement  
Total Quality Management  
Statistical Process Control – XR Institute, Toledo, Ohio

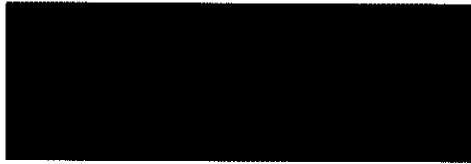
### Leadership

Personalized Leadership Development Program, Center for Creative Leadership, Greensboro, North Carolina  
Bradt Leadership Center, Greensboro, North Carolina  
Communication Workshop, American Management Association  
Course for Senior Executives, American Management Association  
Myers-Briggs

### Sales

Enhancing Sales Skills, Sales Concepts, Inc.  
Value Selling, Value Vision Associates  
Strategic Selling, Miller-Heiman  
Successful Large Account Management, Miller-Heiman

**RUBY LOVE, RN BSN MBA NE-BC PMNA LNHA**



**EDUCATION**

**INSTITUTE for CONTINUING EDUCATION and RESEARCH**

Philadelphia College of Osteopathic Medicine

Nursing Home Administrator Program Philadelphia, Pa. **January 2014-June 2014**

**PhD PROGRAM—HEALTH/PUBLIC POLICY (incomplete)**

August 2009-

University of the Sciences in Philadelphia Philadelphia, Pennsylvania

**POST-MASTER OF NURSING ADMINISTRATION MAY 2008**

Villanova University Villanova, Pennsylvania

**MASTER OF BUSINESS ADMINISTRATION, AUGUST 2004**

Eastern University St. Davids, Pennsylvania

**BACHELOR OF SCIENCE IN NURSING, MAY 1994**

Graceland University Lamoni, Iowa

**DIPLOMA IN NURSING MAY 1987**

Helene Fuld School of Nursing in Camden County

Camden, New Jersey

**ASSOCIATES DEGREE IN LIBERAL ARTS MAY 1987**

Camden County College

Blackwood, New Jersey

**LICENSED PRACTICAL NURSING DIPLOMA MAY 1975**

Waycross-Ware County Vocational Technical School

Waycross, Georgia



**University of Pennsylvania Health System**

**Presbyterian Campus Philadelphia, Pa.**

**(September 2008-May 6, 2013)**

**Bed Management Coordinator**

Employment with UPHS began in Bed Management. Duties include managing the logistics of placing new admissions in open beds, coordinating patient discharge assignments with current/scheduled admissions, placing emergency admissions in open beds; all coordinated by the use of the NAVICARE Patient placement system.

**University of Pennsylvania Health System**

**Presbyterian Campus Philadelphia, Pa.**

**(December 2009-December 2010)**

**Coordinator of Nursing Staffing Pools**

Interviewed, hired, and fired personnel. Maintained all records, evaluations, state mandated records for pool staff of RN's, Nurses' Aides and Nursing Care Observers. Maintained records and participated in regulatory agency inspections. Close observation of pool staff for quality, care coordination and safety.

**Administrative Supervisor**

**Coordinator Corporate Division -Patient Satisfaction (January- December 2009)**

**Internal Consultant – OR/CPD “Partnership for Success” Customer Satisfaction**

**(January-June 2011)**

Coordinate Nursing Pools, as listed below. Program development, program management, coordination of Patient Satisfaction initiatives at the executive level for hospital Chief Executive Officer, Chief Medical Officer, Chief Nursing Officer, and Ancillary Services Chief; Internal Consultant/Special Project Manager to OR & CPD Managers.

Coordinated efforts to engage and empower frontline staff, streamline processes and deliver sound budgetary solutions for the hospital via OR/CPD collaboration. Direct report to Perioperative Service Line Director. Part time duties as an Administrative Supervisor-duties include staffing and management of the entire hospital in the absence of upper level Administrators. January 2009 began as Coordinator of Nursing Pools full time. Staff, schedule, maintenance of current licensures, certifications, attendance records, disciplinary actions, etc. for all per diem nursing, nurses' aide, patient care attendant staff (pool).

Special project that involved coordination and development of cross-training programs for Nurses Aides for all Divisions of Nursing Services.

**THOMAS JEFFERSON UNIVERSITY HOSPITAL, PHILADELPHIA, PA**

**Administrative Supervisor “per diem”**

**(5/04-currently employed)**

Responsible to Senior Administrative Staff for the management of operational and supportive services of the hospital. Duties include but are not limited to provision of the services for the general operation of administrative and clinical operations of the hospital, internal and external disaster/emergency management, and public relations, after business hours and on weekends.

- Areas of Supervision include 600-bed Center City campus with Level I Trauma Center or the Jefferson Hospital of Neuroscience.

Responsibilities included staffing, scheduling, emergency preparedness, maintaining a supportive environment for staff and for families.

**SAINT FRANCIS HOSPITAL, Wilmington, Delaware**

**Director of Medical Surgical Units**

**(May 2007/June 2008)**

**Interim Director of Clinical Operations**

**(January-March 2008)**

Responsible to the Senior Director of Acute Care Services for operational, supportive and ancillary services for the Medical and Surgical Units including Rehabilitation and Orthopedic populations. Direction includes twenty-four-hour accountability. Direct reports include Nurse Manager, Senior Team Leaders, RN's, LPN's, & Patient Care Attendants. Fiscal Responsibilities for all areas directed are included. Chairperson-Physician Satisfaction Team. Chairperson-Shared Governance Practice Councils. Chairperson-Falls Risks Committee.

**THOMAS JEFFERSON UNIVERSITY HOSPITAL, PHILADELPHIA, PA**

**Nurse Manager**

**(10/03-3/07)**

Responsible to the Vice President of Perioperative Services for the management of the Short Procedure Unit, Same Day Surgery Unit, Post Anesthesia Care Units. Area of responsibility included a 37-bed Short Procedure Unit/Same Day Surgery Unit and a 35-bed Post Anesthesia Care Unit. Staffing/Direct reports included 6 Charge Nurse positions, 60 RN positions, 13 Nurses Aide positions, 6 Clerical Assistant positions, 4 "summer help" positions and 4 volunteer positions. Sample of accomplishments include but are not limited to:

- **Shift/Time Adjustments-** Implemented for reduction in delays of OR cases
- **Orientation of Pool Staff-** Facilitated new processes to cover vacancies
- **Staffing Pattern Changes-** Implementation of sustained hour/position flow
- **Staff involvement in interview process-** Revised peer to peer selection of staff
- **Span of Influence Focus-** Enhancement of problem-solving skills for staff
- **Span of Control Focus-** Delineation of staff role vs. administrative role
- **Productivity Improvement-** Redesign of ancillary staff roles
- **Maximization of Resources-** Cross-training/recruitment- similar areas of care
- **Surveillance-** Vigilance in staff observation to prevent drug diversion
- **Self-Scheduling -**Implemented personally developed plan
- **Program Development -**Revised unit policies and protocols for "summer-help"
- **New Policy and Protocol Development-** Established care methods for overnight patients
- **Automated Self-Scheduling System-** Facilitated operational implementation
- **Educational/Training programs-** Established using a unit-based approach
- **Committee Involvement-**co-chairperson, member of various committees

**Staff RN Post Anesthesia Care Unit "per diem"**

**(12/01-10/03)**

Responsible to Charge Nurse for the Post Anesthesia Care Unit. Duties included care of the postoperative patient; care of the patient on a ventilator; care of trauma patients; etc.

**(November 2001- February 2006)**

**CADBURY RETIREMENT COMMUNITY, CHERRY HILL, NJ**

**Administrative Supervisor "per diem"**

Responsible to Senior Administration for the general operation of Administrative and Clinical Services after business hours and on weekends.

Responsibilities included staffing, scheduling, emergency preparedness, maintaining a supportive environment for staff and for families.

**(November 1979-October 2003)**

**VIRTUA HEALTH SYSTEM**

**Nurse Manager of Surgical Services (1/92-10/03)**

Responsibilities included but not limited to:

- Daily supervision of Nursing and Ancillary staff in the Post Anesthesia Care Unit, the Short Procedures Unit, the Endoscopy Unit, the Pre-Admission Testing Unit, the Radiology Nurses Unit.
- Budgeting, staffing, educational coordination of programs directly affecting the above areas supervised.
- Development of policies and procedures. Planning, Organizing, Leading, Monitoring daily activities of the units.
- Chairperson of the PACU, the Short Procedures Unit/Pre-Admission Testing Unit, the Radiology Nurses Unit, and the Endoscopy Units' System-Wide Shared Governance Practice Councils.
- Development and coordination of Sedation and Analgesia Seminars.
- Featured speaker at the Helene Fuld School of Nursing in Camden County for the Peri-operative portion of the Critical Care Course. 1990-2000
- Coordination and development of unit-based Continuous Quality Improvement projects.
- Development of pain management policies and protocols for the Virtua Health System PACU's in conjunction with the Anesthesia Department.
- Management, Monitoring and addressing of concerns of families in the Surgical Waiting Area of the Voorhees Hospital.
- Coordination/Planning of construction of new area of the Hospital for the Short Procedure Unit in conjunction with Administrative oversight.
- Coordination and planning of Intravenous Infusions Center/Room.
- Managerial assistance with administrative duties in the OR during the vacancy (x2) of the OR Manager position.
- Managerial Member of Employee Dispute Resolution Committee

**Assistant Nurse Manager-Post Anesthesia Care Unit (6/89-1/92)**

Responsibilities included but not limited to: Staffing, scheduling, daily management of unit including interaction with physicians and middle management, limited patient care responsibilities.

**Staff Nurse various units (11/77-6/89)**

Responsibilities of generalist LPN to RN including but not limited to: Medical-Surgical, Telemetry, ICU, CCU, Orthopedic, Post-Partum, Emergency Department, Urology, and PACU.

**Charge Nurse- Pleasant Home Nursing Home Augusta, Georgia 1976-1977**

**Charge Nurse- Baptist Village Retirement Village Waycross, Georgia 1975-1976**

**CERTIFICATIONS**

American Nurses Association – Board Certified Nurse Executive (NE- BC), 2000.  
Recertified in 2016 Certification current

|                                 |         |               |
|---------------------------------|---------|---------------|
| Basic Life Support              | Renewed | November 2015 |
| Advanced Cardiac Life Support   | Renewed | March 2016    |
| Pediatric Advanced Life Support | Renewed | June 2011     |

**PROFESSIONAL/PERSONAL ACCOMPLISHMENTS**

Virtua University Virtua Health System -Successful completion of numerous programs in management and customer service

Press-Ganey- Successful completion of two advanced training seminars

Leadership 2000 Successful completion of management training 1997

Employee of the Month 1982 West Jersey Health System Marlton Division

Manager of the Quarter 1992 and 1999 Virtua Health Voorhees Division

Member – ASPAN American Society of PeriAnesthesia Nurses (previous membership)

Gloucester County Children's Choir -President of Parents Guild 1993-1995

Public Member – Deptford Township Fire Department Planning and Review Committee

February 2000- February 2001

Candidate for Fire Commissioner Deptford Fire Department February 2002  
(Elected) Fire Commissioner Deptford Fire Department February 2003-2006  
(Elected) Committee Woman for the 9<sup>th</sup> District Gloucester County April 2006-present  
(Appointed) Deptford Township Municipal Utilities Authority January 2010- present  
2012 Platform Committee Member Democratic Party President Barack Obama  
2012 Democratic National Convention September 2-7, 2012  
Rowan College at Gloucester County Board of Trustees January 2014- present  
Gateway Community Action Partnership Board of Trustees January 2015-present  
Licensed as Nursing Home Administrator January 2016

## **PUBLICATIONS**

Love, Ruby. (1/2003) On Certification. Advance for Nurses

Author "While you Wait" Pamphlet (Virtua Health System-1989)

A-3

**RESOLUTION REAPPOINTING TWO MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT**

**WHEREAS**, the Board of Chosen Freeholders created a consolidated Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester pursuant to N.J.S.A. 18A:46-47 et seq., and appoints members to the Board; and

**WHEREAS**, the current terms of Donna Ragonese and John Robinson will expire June 30, 2019; and

**WHEREAS**, it is in the best interests of the County of Gloucester to reappoint said members to a three-year term each from July 1, 2019 to June 30, 2022.

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

1. That the reappointment of **DONNA RAGONESE** and **JOHN ROBINSON** is hereby authorized, for a three-year term each, for the period commencing July 1, 2019 and terminating June 30, 2022.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**Donna L. Ragonese**



**OBJECTIVE** Gloucester County Special Services School District - board member

**EDUCATION** Batchelor of Arts, Elementary Education December, 2001  
Batchelor of Arts, Sociology  
Teaching Certification  
Rowan University, Glassboro, NJ  
GPA - 3.8, Summa Cum Laude, Deans List

**EXPERIENCE**

Delsea Regional School District – Sept. 2002 to present –Language Arts  
Literacy – 8<sup>th</sup> grade.

Long Term Substitute - Upper Pittsgrove Elementary School – teaching 7<sup>th</sup> &  
8<sup>th</sup> grade Math and Algebra

Substitute Teaching - Pleasant Valley Elementary School (January 2, 2002 to  
April 2, 2002)

Substitute Teaching- Aura Elementary School (Jan. 2000)

**HONORS**

- Department of Sociology Certificate of Merit for Academic Achievement, award recipient
- Kappa Delta Pi - International Honor Society in Education

**PROFESSIONAL GOALS** - Serious commitment to teaching profession and service to the  
community

**PROFESSIONAL DEVELOPMENT** – 1000 plus hours during the last ten years.

**COMMUNITY INVOLVEMENT** – Elk Township Democrat Club  
Gloucester County Committee  
Gloucester County Library Commission

**References available upon request**

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## ▶ John S. Robinson, Jr.



### Objectives

To obtain a position on the board of the Gloucester County Institute of Technology

### Education

1988-1992 Williamstown High School, Williamstown, NJ

1990-1992 Institute of Technology, Sewell, NJ (Gloucester County Vo-Tech)

1993-1997 Thomas C. Ober Carpenters Apprentice Training Center, Hammonton, NJ

### Experience

#### **Apprentice Carpenter** (July 1993 - July 1997)

Carpenters Local 393, Gloucester NJ

Learning all aspects of the Commercial Carpentry Trade

#### **Journeyman Carpenter** (July 1997 - January 2011)

Carpenters Local 393, Gloucester, NJ

All facets of the Commercial Carpentry Trade

#### Foreman

- Assign carpenters their duty for the day.
- Interpret blue prints and layout job site
- Work with Customer and General Contractor
- Promote productivity and job harmony

#### Shop Steward

- File Steward Reports
- Check Dues Cards
- Attend Union Meetings
- Spot Contract Violations
- Check Subcontractors

#### Mentor

- Explain the demands of life in the construction industry.
- Made myself available for any apprentice that needed guidance.

#### **Council Representative** (January 2011-Present)

Northeast Regional Council of Carpenters, Edison, NJ

- Negotiate Collective Bargaining Agreements with employer.
- Dispatch Shop Stewards to employers
- Process grievances or disputes with employers
- Handle jurisdiction disputes with other trades.
- Police area jurisdiction.
- Sign up non-union contractors.
- Recruit and sign up workers in our trade.
- Place and direct picket lines where necessary.
- Maintain prevailing wage at union standards through survey and reports.

#### **President** (July 2012-Present)

Carpenters Local 255, Hammonton, NJ

- Maintain a well functioning executive committee.
- Assist members in filing wage claims, worker's compensation claims and unemployment and disability claims.
- Protect the local union against unfair labor practice charges.
- Develop an effective steward system.

#### Volunteer Activities

- Volunteered at local habitat for humanity projects.
- Volunteered at VFW Halls.

#### Political Activities

- Organized volunteer labor walks, phone banks, and literature drops for the Gloucester County Democratic Committee.

A-4

**RESOLUTION AUTHORIZING AND APPROVING THE  
BILL LISTS FOR THE MONTH OF JUNE 2019**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending June 14, 2019; and

**WHEREAS**, the County Division of Social Services ("Division") has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division's Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending June 14, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the County's bill list for the period ending June 14, 2019, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' bill list for the period ending June 14, 2019, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division's Finance Officer and Director, and the County Treasurer, is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-5

**RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SOFTWARE HOUSE INTERNATIONAL, CORP. FROM JUNE 19, 2019 TO JUNE 18, 2020 IN AN AMOUNT NOT TO EXCEED \$300,000.00**

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

**WHEREAS,** the County of Gloucester has a need to purchase computer equipment and related services as needed by various County departments; and

**WHEREAS,** it has been determined that the County of Gloucester can purchase said goods and services from Software House International, Corp. of 290 Davidson Avenue, Somerset, NJ 08873, in an amount not to exceed \$300,000.00 from June 19, 2019 to June 18, 2020, through State Contracts A89851 (NJ software license and related services); A89980 (Panasonic); A40166 (Microsoft Corporation-laptops and tablets); A87720 (Cisco Systems); A40121 (Lenovo); and A89978 (Nimble Storage, Inc.); and

**WHEREAS,** the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or 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 purchase of computer equipment and related services from Software House International is hereby authorized through State Contracts A89851, A89980, A40166, A87720, A40121 and A89978, in an amount not to exceed \$300,000.00 from June 19, 2019 to June 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 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-6

**RESOLUTION ESTABLISHING AN ENERGY AGGREGATION PROGRAM  
PURSUANT TO N.J.S.A. 48:3-93.1 ET SEQ.**

**WHEREAS**, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring of the electric utility market; and

**WHEREAS**, the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of a government aggregator, thereby, increasing competition for the provision of electric power to residential and non-residential users, and increasing the likelihood of lower electric rates for these users without causing any interruption in service; and

**WHEREAS**, the County desires to become an aggregator of electrical power, and will only award a contract for service to consumers where the rate is equal or lower than the price of basic generation service pursuant to N.J.S.A. 48:3-57; and

**WHEREAS**, each municipal governing body shall determine if aggregation could benefit their residents and businesses, and if determined to be advantageous for their particular municipality, must pass an ordinance to participate in the Community Aggregation initiative if it is determined that said initiative will proceed to the request for proposal stage; and

**WHEREAS**, the aggregation consultant shall solicit the third party energy supplier(s) pursuant to the statutory requirements of the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq., and shall administer the electric supply bid process at no risk or cost to the county, municipality or consumer.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester publicly declares its intent to be designated as an aggregator of electric power, pursuant to the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq., and all promulgated rules (N.J.A.C. 14:4-6) of the NJ Board of Public Utilities for the implementation of a Government Energy Aggregation (“GEA”) program; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester will utilize *Commercial Utility Consultants, Inc.*, and *Concord Energy Services Reverse Energy Auction Platform*, pursuant to the NJ E-PROCUREMENT pilot program (P.L. 2001, c.30) under the NJ Department of Community Affairs; and, that Reverse Energy Auction will seek bids from licensed and appropriate third-party suppliers. Upon award of the bid and execution of an agreement, individual residential consumers shall retain the option to opt-out and to choose any alternatives they desire, and non-residential ratepayers shall have the right to opt-in; and

**BE IT FURTHER RESOLVED** that the Director of the Board and Clerk of the Board are hereby authorized to execute all documents necessary to effectuate the award of applicable contracts in the establishment of a Government Energy Aggregation (GEA) program.

**ADOPTED** at regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 19, 2019 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-1

**RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH COMMERCIAL INTERIORS DIRECT, INC. THROUGH STATE CONTRACT**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 3, 2019 authorizing the award of contract to Commercial Interiors Direct, Inc., through State Contract #A81755, in an amount not to exceed \$150,000.00, from April 3, 2019 to April 2, 2020; and

**WHEREAS**, the County has determined an increase is necessary to purchase labor, materials and installation of carpet/flooring for the Social Services Building; and

**WHEREAS**, the amendment is to increase the total contract amount by \$60,000.00 resulting in a new total contract amount not to exceed \$210,000.00; and

**WHEREAS**, all other terms and provisions of the previously awarded contract, with the exception of the total contract amount, 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 County Qualified Purchasing Agent be authorized to increase the contract with Commercial Interiors Direct, Inc., through State Contract #A81755 by \$60,000 00, resulting in a new contract amount not to exceed \$210,000.00 from April 3, 2019 to April 2, 2020.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-1

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC.**

**THIS** is an amendment to a contract entered into on the 3<sup>rd</sup> day of **April, 2019** by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**", and **COMMERCIAL INTERIORS DIRECT, INC.** of 1 South Corporate Drive, 2<sup>nd</sup> Floor, Riverdale, NJ 07457, hereinafter referred to as "**Contractor**".

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

**The Contract is amended to increase the amount by \$60,000.00 resulting in a new amount not to exceed \$210,000.00**

**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 **June, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**COMMERCIAL INTERIOR  
DIRECT, INC.**

\_\_\_\_\_  
**STEVEN MULLER  
Title:**

**RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC. FOR \$29,778.90**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the installation of waterproof membrane, skim coat floors, installation of vinyl composition tile and cover base for the Gloucester County Prosecutor’s Office, pursuant to bid specifications found at PD-19-030; and

**WHEREAS**, bids were publicly received and opened on June 6, 2019; and

**WHEREAS**, after following proper bidding procedure, it was determined that Commercial Interiors Direct, Inc., with offices at 1 South Corporate Drive, 2<sup>nd</sup> Floor, Riverdale, NJ 07457 was the lowest responsive and responsible bidder for the installation of waterproof membrane, skim coat floors, installation of vinyl composition tile and cover base for the Gloucester County Prosecutor’s Office; and

**WHEREAS**, the contract is for estimated units of service for an amount not to exceed \$29,778.90 and is open-ended, which does not obligate the County of Gloucester to make any purchase or use any service, however CAF #19-05178 has been obtained and certified by the County Treasurer to encumber funds in the amount of \$29,778.90 which shall be charged against budget line item # C-04-19-018-310-18284.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a Contract with Commercial Interiors Direct, Inc., for \$29,778.90 for the installation of waterproof membrane, skim coat floors, installation of vinyl composition tile and cover base for the Gloucester County Prosecutor’s Office y as set forth in PD-19-030, for the one (1) year period following County’s issuance of “Notice to Proceed.”

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-2

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
COMMERCIAL INTERIORS DIRECT, INC.**

**THIS CONTRACT** is made effective this 19<sup>th</sup> day of **June, 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 **COMMERCIAL INTERIORS DIRECT, INC.**, with an address of 1 South Corporate Drive, 2nd Floor, Riverdale, NJ 07457, hereinafter referred to as "**Contractor.**"

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the installation of waterproof membrane, skim coat floors, installation of vinyl composition tile and cover base at the Gloucester County Prosecutor's Office; and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the such projects, and desires to so perform pursuant to bid specifications set forth under PD-19-030 (hereinafter "specifications"), and 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, County and Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM OF CONTRACT.** This Agreement shall be for the one (1) year period following County issuance to Contractor of a written "Notice to Proceed." Any project undertaken by Contractor shall be substantially complete within the term of this Agreement.
2. **COMPENSATION.** Contractor shall be compensated for miscellaneous concrete work performed at County facilities at unit prices identified in Contractor's bid submission, and as per bid PD-19-030, for \$29,778.00 for the term of this Agreement.

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 found in bid specifications PD-19-030, which are incorporated herein in their entirety, and made a part hereof by reference. Contractor shall construct the various projects in accordance with the specifications, and the bid which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the specifications, as well as all applicable laws and regulations.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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. Except with respect to affectional or sexual orientation and gender identity or expression, Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated equally 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.

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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 permit held by Contractor, or its agents.

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

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

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

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

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

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

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

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-

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off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public

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The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later

than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications, and the bid, 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, then this Contract and the specifications shall prevail.

23. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-030 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the **19<sup>th</sup>** day of **June, 2019.**

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative 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**

**COMMERCIAL INTERIORS  
DIRECT, INC.**

\_\_\_\_\_  
**STEVEN MULLER,  
PRESIDENT**

|  |  |   |  |
|--|--|---|--|
| PD 019-030<br>Bid Opening 6/6/2019 10:00am   |  |   |  |
| SPECIFICATIONS FOR THE REMOVAL OF<br>EXISTING VINYL AND PROVIDE ALL MATERIAL,<br>LABOR AND INSTALLATION OF WATERPROOF<br>MEMBRANE, SKIM COAT FLOORS, INSTALL<br>VINYL COMPOSITION TILE AND COVE BASE AT<br>THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE |  |   |  |
| VENDOR:<br>Commercial Interiors Direct, Inc.<br>1 S. Corporate Drive<br>Riverdale, NJ 07457<br>Steve Miller, President<br>973-839-8394<br>973-839-8376 - Fax   |  |   |  |
| ITEM   | DESCRIPTION  |   |  |
| 1  | Lump sum for removal, material, labor and installation                       | \$29,778.90   |  |
|  | Completion Days  | 6 Working Business Days   |  |
|  | Manufacturer: Armstrong  |   |  |
|  | Variations: (if any)   | Does not include furniture movement   |  |
|  | Will you extend your prices to local governmental entities within the County | YES   |  |
|  | Bid specifications sent to:  | Construct Connect<br>The Blue Book Building & Construction Network<br>Deltek<br>Gassie Global<br>Construction Journal |  |
| Based upon the bids received, I recommend Commercial Interiors Direct be awarded the contract as the lowest responsive, responsible bidder.  |  |   |  |
|  |  | Sincerely,  |  |
|  |  | Kimberly Larter, Qualified Purchasing Agent   |  |

C 04-19-018-31D-18284

**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.** 19-05178

ORDER DATE: 06/10/19  
REQUISITION NO: R9-19949  
DELIVERY DATE:  
STATE CONTRACT: PD-19-030  
ACCOUNT NUM:

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

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VENDOR #: COMME030  
COMMERCIAL INTERIORS DIRECT  
1 SOUTH CORPORATE DRIVE  
2ND FLOOR  
RIVERDALE, NJ 07457

**SALES TAX ID # 21-6000660**

| QTY/UNIT | DESCRIPTION   | ACCOUNT NO.   | UNIT PRICE  | TOTAL COST |
|----------|---|---|-------------|------------|
| 1.00     | REMOVAL OF EXISTING VINYL AND PROVIDE ALL MATERIALS LABOR AND INSTALLATION FO WATERPROFF MEMBRANE, SKIM COAT FLOORS AND INSTALL VINYL COMPOSITION TILE AND COVE BASE AT GLOUCESTER COUNTY PROSECUTORS OFFICE<br><br>ALL SPEC'S PER PD 019-030 | C-04-19-018-310-18284<br>Carpet Replacement Project | 29,778.9000 | 29,778.90  |
|          |   |   | TOTAL       | 29,778.90  |

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

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

*Joseph H. Henderson*  
TREASURER / CFO

QUALIFIED PURCHASING AGENT

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

B-3

**RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS  
HARDSCAPING, LLC FOR \$18,600.00**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for materials, labor and installation of EP Henry ECO Pavers Turf Pavers at Gloucester County Veterans Cemetery to bid specifications found at PD-19-029; and

**WHEREAS**, bids were publicly received and opened on June 6, 2019; and

**WHEREAS**, after following proper bidding procedure, it was determined that Think Pavers Hardscaping, LLC located at 125 Kings Highway, Mt. Royal, NJ 08061 was the lowest responsive and responsible bidder for materials, labor and installation of EP Henry ECO Pavers Turf Pavers at Gloucester County Veterans Cemetery; and

**WHEREAS**, the contract is for estimated units of service for an amount not to exceed \$18,600.00 and is open-ended, which does not obligate the County of Gloucester to make any purchase or use any service, however CAF #19-05177 has been obtained and certified by the County Treasurer to encumber funds for the amount of \$18,600.00 which shall be charged against budget line item # C-04-018-310-11203.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a Contract with Think Pavers Hardscaping, LLC, for \$18,600.00 for materials, labor and installation of EP Henry Pavers at Gloucester County Veterans Cemetery as set forth in PD-19-029, for the one (1) year period following County's issuance of "Notice to Proceed."

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

63

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
THINK PAVERS HARDSCAPING, LLC**

**THIS CONTRACT** is made effective this 19<sup>th</sup> day of **June, 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 **THINK PAVERS HARDSCAPING, LLC**, with an address of 125 Kings Highway, Mt. Royal, NJ 08061, hereinafter referred to as "**Contractor**."

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for materials, labor and installation of EP Henry ECO Pavers Turf Pavers at the Gloucester County Veterans Cemetery; and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the various projects, and desires to so perform pursuant to bid specifications set forth under PD-19-029 (hereinafter "specifications"), and 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, County and Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM OF CONTRACT**. This Agreement shall be for the one (1) year period following County issuance to Contractor of a written "Notice to Proceed." Any project undertaken by Contractor shall be substantially complete within the term of this Agreement.
  
2. **COMPENSATION**. Contractor shall be compensated for materials, labor and installation of EP Henry ECO Pavers Turf Pavers at the Gloucester County Veterans Cemetery at unit prices identified in Contractor's bid submission, and as per bid PD-19-029, for \$18,600.00 for the term of this Agreement.

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

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of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as found in bid specifications PD-19-029, which are incorporated herein in their entirety, and made a part hereof by reference. Contractor shall construct the various projects in accordance with the specifications, and the bid which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the specifications, as well as all applicable laws and regulations.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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. Except with respect to affectional or sexual orientation and gender identity or expression, Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated equally 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.

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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 permit held by Contractor, or its agents.

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

A. Pursuant to the termination provisions set forth in the specifications, 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.

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

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that

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event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

**14. PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the

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formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the
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phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

**17. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such

notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications, and the bid, 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, then this Contract and the specifications shall prevail.

23. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-029 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT shall be effective the 19<sup>th</sup> day of June, 2019.**

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative 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**

**THINK PAVERS HARDSCAPING, LLC**

\_\_\_\_\_  
**NICHOLAS FURFARI,  
PRESIDENT**

**County of Gloucester Purchasing Department**

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

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 19-05177

ORDER DATE: 06/10/19  
REQUISITION NO: R9-19950  
DELIVERY DATE:  
STATE CONTRACT: PD-19-029  
ACCOUNT NUM:

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

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VENDOR #: THINK085  
THINK PAVERS HARDSCAPING, LLC  
125 KINGS HIGHWAY  
MT ROYAL, NJ 08061

**SALES TAX ID # 21-6000660**

| QTY/UNIT | DESCRIPTION  | ACCOUNT NO.                                | UNIT PRICE  | TOTAL COST |
|----------|--|--|-------------|------------|
| 1.00     | SUPPLYING AND DELIVERY<br>OF ALL MATERIALS LABOR AND INSTALATION<br>OF EP HENRY ECO PAVERS OR EQUAL AT THE<br>GLOUCESTER COUNTY VETERANS CEMETERY<br><br>ALL SPEC'S PER PD 019-029 | C-04-19-018-310-11203<br>Veterans Cemetery | 18,600.0000 | 18,600.00  |
|          |  |  | TOTAL       | 18,600.00  |

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

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

|   |  |   |             |
|---|--|---|-------------|
| PD 019-029  |  | Bid Opening 8/6/2019 10:00am                  |             |
| SPECIFICATIONS FOR THE SUPPLYING AND DELIVERY OF ALL MATERIALS, LABOR AND INSTALLATION OF EP HENRY ECO PAVERS TURF PAVERS OR EQUAL AT THE GLOUCESTER COUNTY VETERANS CEMETERY, WILLIAMSTOWN, NJ |  |   |             |
| VENDOR:   |  | VENDOR:                                       |             |
| Think Pavers Handscaping LLC  |  | RPM Landscape Contractor, LLC                 |             |
| 128 Kings Highway   |  | 128 Pomona Road                               |             |
| Mt. Royal, NJ 08061   |  | Galloway, NJ 08205                            |             |
| Nicholas Furtak, President  |  | Robert F. Miller, Jr., Managing Member        |             |
| 656 832-4880  |  | 609-568-6081                                  |             |
| 856 832-4881 - Fax  |  | 609-568-6195 - Fax                            |             |
| 1   | DESCRIPTION  |   |             |
|   | Total for all labor and materials  | \$18,600.00                                   | \$26,350.00 |
|   | Completion Days  | 5 Days  | 8 Days      |
|   | Variations: (if any)   | None  | None        |
|   | Will you extend your prices to local governmental entities within the County | NO  | YES         |
| Bid specifications sent to:   |  |   |             |
| Oliva   |  | S. Batata Construction                        |             |
| Dodge Analytics   |  | The Blue Book Building & Construction Network |             |
| Batfoean  |  | Diamond Construction                          |             |
| Innophos Security   |  |   |             |
| Construction Journal  |  |   |             |
| Based upon the bids received, I recommend Think Pavers Handscaping LLC be awarded the contract as the lowest responsive, responsible bidder.  |  |   |             |
|   |  | Sincerely,                                    |             |
|   |  | Kimberly Larter, Qualified Purchasing Agent   |             |

C 0417018-310-18277

B-4

**RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF  
AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE  
CONTRACT FROM JUNE 19, 2019 TO JUNE 18, 2020 IN AN AMOUNT NOT TO  
EXCEED \$125,000.00**

**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**, the County has a need for the purchase and delivery of ammunition to be utilized by employees of the Prosecutor's Office, Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use; and

**WHEREAS**, it has been determined that the County of Gloucester can purchase said materials and supplies through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son, with an address of 1707 Third Street, Thorofare, NJ 08086, in an amount not to exceed \$125,000.00 from June 19, 2019 to June 18, 2020.

**WHEREAS**, the contract shall be for estimated units of service, in an amount not to exceed \$125,000.00, therefore 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 purchase of ammunition for use by the County Prosecutor's Office, Sheriff's Department and the Department of Correctional Services is hereby authorized through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son from June 19, 2019 to June 18, 2020 in an amount not to exceed \$125,000.00; and

**BE IT FURTHER RESOLVED**, before any purchase can 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

6-5

**RESOLUTION AUTHORIZING EXECUTION OF THE FY 2019 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NJ DIVISION OF FAMILY DEVELOPMENT FROM APRIL 1, 2019 TO SEPTEMBER 30, 2019 FOR \$616,884.00**

**WHEREAS**, the County has previously entered into the annual Title IV-D NJKIDS Reimbursement Agreement with the NJ Division of Family Development, which sets forth performance standards and reimbursement procedures for the Sheriff's Department for arrest services where bench warrants pertaining to child support and paternity matters have been issued; and

**WHEREAS**, the FY2019 IV-D-NJKIDS Reimbursement Agreement will provide the Gloucester County Sheriff's Department up to \$616,884.00 for the period April 1, 2019 to September 30, 2019, which amount is based on employee salaries, the number of individuals arrested, and the amount of child support collected by the courts; and

**WHEREAS**, the County Sheriff's Office reviewed all data supplied or to be supplied as to the Reimbursement Agreement its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained thereon is true and correct, and the Board of Chosen Freeholders understands and agrees that any funds received as a result of the FY 2019 Title IV-D Reimbursement Agreement will be subject to the conditions, policies, regulations and rules issued by the State.

**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 be and is hereby authorized to attest to, the FY 2019 Title IV-D NJKIDS Reimbursement Agreement for \$616,884.00 for the period April 1, 2019 to September 30, 2019, as well as any other documents thereto; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the State of New Jersey, and that the County's Sheriff's Office is designated with the responsibility for implementation of all requirements as set forth by the NJ Division of Family Development pertaining to the FY 2019 Title IV-D NJKIDS Reimbursement Agreement.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**WRITTEN AGREEMENT FACT SHEET**

CHECK ONE:

NEW

RENEWAL

AMENDMENT

CHECK ONE:

CONTRACT

INTERAGENCY/AGREEMENT

GRANT/WAIVER APPLICATION

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Descriptive Title:

Gloucester County Title IV-D  
Reimbursement Agreement

Parties to Contact:

The County of Gloucester  
The Sheriff's Office of Gloucester  
County and New Jersey DFD

Signatories:

Natasha Johnson, Director  
Division of Family Development  
Robert M. Damminger, Freehold Director  
Carmel M. Morina, County Sheriff

Signature Deadline:

Non Specified

Terms of Contracts:

April 1, 2019 thru  
September 30, 2019

Costs:

\$616,884.

Funding Source(s):

Administrative Account  
100-054-7550-173-6110

## **A. Introduction**

This Agreement is entered into between the New Jersey Department of Human Services (herein after called "DHS"), Division of Family Development (herein after called "DFD") and the County of Gloucester (herein after called the County) and the Sheriff's Office of Gloucester County (herein after called the Sheriff's Office). All parties to this Agreement will comply with Part D of Title IV of the Federal Social Security Act, implementing current regulations, and any other applicable federal regulations and requirements.

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff's Office for warrant services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

The New Jersey Child Support Program utilizes the child support enforcement and case management computer system, New Jersey Kids Deserve Support (NJKiDS). NJKiDS is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are issued electronically by the New Jersey Superior Court through NJKiDS. Each county Sheriff department will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein. Relevant information is also provided to authorize Sheriff's users via the NJKiDS agency web portal.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the National Crime Information Center (NCIC) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department shall continue to utilize NCIC, and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

## **B. Definitions**

For purposes of this contract the following terms will be defined thus:

**Warrant Services** – will include all reasonable attempts to negotiate a settlement or bring that individual before an officer of the court within 72 hours of his or her arrest.

**Arrest** – will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

### **Bench Warrants Status:**

- **Active:** A bench warrant was issued and remains outstanding.
- **Executed:** The subject of the bench warrant was arrested. The SQCR Sheriff Reimbursement Report only contains qualifying child support collections as a result of executed warrants.
- **Detained:** The subject of the bench warrant is incarcerated for another alleged crime and is being held on the child support warrant. Warrant status will be updated to 'Executed' once the subject has been released to the custody of the sheriff's office for appearance on the child support warrant.
- **Discharged:** Bench warrant has been recalled and is no longer valid.
- **Negotiated Settlement:** The bench warrant is recalled because the subject paid an agreed upon amount or other payment arrangement has been made by the Sheriff's Office.

**Corrective Action Plan** – a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

**Division of Family Development** – the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S. C 654 et seq.) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2 (a) (4).

**Good Cause** – circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

**NJKIDS** – the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D Regulations (45 C.F.R. 302.85.)

### **C. Duties to be Performed**

Upon entering into this agreement both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

#### **I. Duties and Functions of the Sheriff's Office:**

1. The Sheriff's Office shall have procedures in place for receipt of Title IV-D Child Support Warrants emanating from courts in other counties electronically, or via fax, and execution of these warrants in accordance to local, state and federal regulations and guidelines. The Sheriff's Office will execute the warrant at any known location or address on the warrant and at additional locations or addresses provided to them by the initiating Sheriff's Office.

2. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically by a New Jersey court through the NJKiDS computer system.
3. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the NCIC and/or other designated law enforcement systems recognized by the law enforcement community.
4. The Sheriff's Office shall have a case file establishment and assignment process.
5. The Sheriff's Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D case, data entry purposes of executing warrants and making case notes, receiving, inputting and submitting the Sheriff Quarterly Report.
6. The Sheriff's Office shall designate adequate staff to receive limited role based access to NJKiDS and/or agency web portal, provided by the DFD, to ensure continuity of operations. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via DHS secured server. The NJKiDS agency web portal is an online tool to be used in a secure setting only when NJKiDS is not available.
7. The Sheriff's Office shall have staff with access to NJKiDS or an agency web portal to participate in trainings provided by DFD. Training provided by DFD shall be solely relative to duties and functions as described within this Agreement.
8. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary at all addresses and locations as additional information becomes available. All service attempts should be documented in case file and NJKiDS.
9. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the child support issues have been resolved, the individual has been brought before the court, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.
10. Once the Sheriff's Officer locates the non-custodial parent, the sheriff will attempt to negotiate a settlement. Then, only if a settlement cannot be reached, the individual shall be brought before the court.

11. The Sheriff's Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.
12. The Sheriff's Office shall participate in statewide coordinated collection initiatives.
13. The Sheriff's Office shall submit detailed reports on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment B. All County Expense Reports will be submitted in accordance with the procedures identified in Attachment B-1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports.
14. The Sheriff's Office is encouraged to provide outreach material and information to Persons Paying Support and Persons Receiving Support on how to satisfy an existing warrant, how to request the establishment and/or modification of a child support order.
15. The Sheriff's Office is encouraged to make initial contact with the Person Paying Support by leaving a business flyer at the address listed on the warrant, or via a phone call to make arrangements for voluntary surrender.
16. The Sheriff's Office is encouraged, in conjunction with local child support offices, to provide services to confirm or deny NCP places of employment (including self-employed).
17. The Sheriff's Office agrees to retain all records and other relevant information for six (6) years after the applicable party is found, in accordance with Attachment A and B to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6 year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.
18. The Sheriff's Office agrees that all staff accessing or handling child support data from any source shall sign the "State of New Jersey IV-D Agency Child Support Data User and Confidentiality Agreement" and adhere to its terms and conditions.
19. The Sheriff's Office agrees to comply with all child support data security provisions, namely the IRS Disclosure Awareness Video and Incident Reporting Protocol in accordance with the requirements set forth in Action Transmittal 18-03, Data Security Policy: Incident Reporting Protocol, Data User and Confidentiality

Agreement and IRS Disclosure Awareness Video, and all required data security trainings provided by the DFD.

20. The Sheriff's Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff's Office upon presentation to the county or Sheriff's Office of proper credentials of identification.
21. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall provide a clear explanation of what corrective actions are being proposed to bring each respective performance standard into future compliance, including a time frame for implementing these actions. Once the Corrective Action Plan is approved by DFD, all corrective measures must be integrated into the regular business practice within ninety (90) calendar days of the approval date.

## **II. Duties and Functions of the DFD:**

1. The DFD shall provide sheriff the necessary account credentials to access NJKiDS and/or the agency web portal.
2. The DFD shall provide trainings to sheriff staff with access to NJKiDS and/or agency web portal. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment B and Attachment B-1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.
4. The DFD financial Reporting Unit will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment B.
5. Once the appropriate percentage has been determined and approved, payment will be prepared for the calculated amount and sent to the county within 15 business days.
6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
  - a. The DFD will request in writing that the Sheriff's Office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.

- b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to the Financial Reporting Unit.
  - c. The DFD Financial Reporting Unit will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment B, page 16 of the Sheriff's Cooperative Agreement (attached). Using the appropriate reimbursement rate the Financial Reporting Unit personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable expenditure amount from the amount actually paid to the county for that quarter. The Financial Reporting Unit will inform appropriate DFD staff of the amount of the overpayment.
  - d. The Financial Reporting Unit will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.
  - e. The DFD will send a letter to the County Sheriff's Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.
7. The DFD will conduct a triennial on-site technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action is defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.
  8. The DFD will notify the Sheriff's Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff's Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.
  9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within fifteen (15) working days. Upon DFD approval of said plan, the Sheriff's Office shall take immediate steps (not to exceed ninety (90) calendar days) to correct the identified problem(s).
  10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after the fugitive is found. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.

11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual "State of New Jersey IV-D Agency Data User and Confidentiality Agreement" in accordance with Action Transmittal 17-03 and all subsequent IV-D data user and confidentiality action transmittals.
12. Review county expense reports on a quarterly basis.
13. Provide payment for reimbursable expenditures within thirty (30) calendar days of receipt of an approved expense report.
14. Conduct a triennial on-site audit.
15. Notify the Sheriff's Office in writing within thirty (30) calendar days of the findings resulting from the triennial audit.
16. Respond to the acceptability of a Corrective Action Plan within fifteen (15) calendar days when such a plan is necessary.

### **III. Performance Standards**

#### **Sheriff's Office Shall:**

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
  - a. Retrieve and print electronic warrants signed and issued by the New Jersey Superior Court;
  - b. Review child support demographic and warrant case information;
  - c. Monitor the change in warrant status (active, negotiated settlement, executed, detained, and discharged);
  - d. Enter data in required fields and making case notes as referenced in agreement;
  - e. Access and submitting the Sheriff Quarterly Report.
2. Have written procedures for receipting warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the New Jersey Superior Court. Procedures shall include, but are not limited to the following:
  - a. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS).

- b. Warrants shall be receipted, hard copy, dated and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
  - c. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. If exception has been DFD approved, the warrants shall be receipted in a reasonable timeframe and conducive to managing case volume said county.
  - d. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.
3. Monitor NJKiDS daily for WRKL alert notifications of warrants issued by the NJ Superior Court on Title IV-D cases and enter the warrant information on to the NCIC and/or other designated law enforcement system recognized by the law enforcement community within three (3) business days of the receipt of the warrant.
  4. Once information is entered on NCIC, update NJKiDS Bench Warrants page with the date the warrant was entered on NCIC within three (3) business days.
  5. All new cases shall have a hard copy case file created and be assigned to a sheriff staff person within three (3) business days of warrant stamped receipt date.
  6. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged, vacated or where a negotiated settlement has been reached by the New Jersey Superior Court, record the disposition of the warrant on NCIC and/or other designated law enforcement system recognized by the law enforcement community within one (1) business day of the alert notification. Once completed, updated NJKiDS with the date the warrant was discharged or vacated on NCIC and/or other designated law enforcement system within one (1) business day.
  7. Initiate action to execute the warrant or negotiated settlement within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Record the findings of initial attempt in the case file and on the Bench Warrants and Notes pages in NJKiDS.
  8. Attempt execution of the warrant or negotiation of a settlement one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. Document all attempts on the Notes page in NJKiDS.

9. If further attempts to execute the warrant or negotiate a settlement are unsuccessful, the Sheriff's Officer must attempt service at least once every 3 months, until the individual is apprehended or the Sheriff's Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS Notes page.
10. Follow-up on the execution of the warrant or negotiated settlement by attempting service/contact within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS Notes page. If new information is received from a source other than child support, a Note to File Action Alert should be sent to the Probation caseworker through the Notes page in NJKiDS.
11. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and a Note to File Action Alert should be sent to the Probation caseworker through Notes page in NJKiDS.
12. All Title IV-D warrants shall be executed in NJKiDS the same day as arrest or settlement. Arrests or settlements that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. All documentation must be recorded in the case file and NJKiDS Bench Warrants page.
13. Participate in at least one (1) statewide coordinated collection initiative per Agreement year.
14. Maintain time and attendance records for individuals performing child support functions.
15. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment B.
16. Maintain a cost/ benefit ratio of at least \$1: \$1.50.
17. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.
18. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.

19. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

#### **IV. Specials Provisions**

1. This Agreement is conditioned upon the availability of Federal Financial Participation to reimburse the county fees in connection with warrant services in administering the State's Title IV-D laws within the county.
2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.
3. Collection initiatives require prior written approval from the DFD.
4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff's Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement for the following reasons:
  - a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
  - b. Failure to present Corrective Action Plan(s) as required by this Agreement.
  - c. Failure to provide correct and full reports as required by this Agreement.
5. The DFD may exercise its right to terminate the agreement for the following reasons:
  - a. Violation of Federal and/State Law.
  - b. Failure to take appropriate corrective action.
  - c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.
7. This Agreement may be terminated upon thirty (30) days' written notice by either party based upon the occurrence of a change in applicable Federal law(s) or

regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.

8. In the event the Sheriff's Office is unable to perform under the conditions of this Agreement, the County and Sheriff's Office may terminate this Agreement upon thirty (30) days' written notice to the DFD.

### Attachment A

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS #
10. Action taken on case (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> attempts and at least once within a 12 months period thereafter)
11. Outcome of action
12. Special provisions any other relevant case information.
13. Officer's name
14. Other relevant information
  - a. NJKiDS inquiries
  - b. NCIC entry documentation
  - c. Any other source

## Attachment B

### Fiscal Systems and Reports

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers cost of warrant services, for the period April 1, 2019 through September 30, 2019, performed pursuant to this Agreement, shall not exceed \$616,884. which shall include not more than \$362,812. in salaries and \$254,072. in fringe benefits for the officer assigned to the serving of warrants. The total combined quarterly warrant expenditures costs that qualify to be reported during the FFY19 Agreement period of April 1, 2019 through September 30, 2019 cannot exceed this annual warrant service amount of \$616,884.
2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.
3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures include salaries, fringe benefits and outreach materials.
4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.
5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.
6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:
  - a. The value of lump sum collections on arrears as a result of the warrant and received within five (5) calendar days of the date of appearance and additional

payments made up until ninety (90) calendar days of the date of appearance. Payments are recorded within the Quarter reviewed.

- b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS: EW (employer wage); RE (regular payment); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).
- c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff's Office action.
- d. The value of all new orders paid within the quarter.
- e. The value of an upward modification to an existing support order paid within the quarter.
- f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.

**Attachment B (Cont'd.)**

The reimbursement rate shall be in accordance with the following schedule:

**Collection Performance Standards**

| <b>Quarterly Collections</b> | <b>Reimbursement Rate<br/>(Maximum FFP Rate)</b> |
|------------------------------|--|
| \$1: \$4.00                  | 66%  |
| \$1: \$3.80                  | 63%  |
| \$1: \$3.60                  | 60%  |
| \$1: \$3.40                  | 55%  |
| \$1: \$3.20                  | 50%  |
| \$1: \$3.00                  | 45%  |
| \$1: \$2.80                  | 40%  |
| \$1: \$2.60                  | 35%  |
| \$1: \$2.40                  | 34%  |
| \$1: \$2.20                  | 33%  |
| \$1: \$2.00                  | 32%  |
| \$1: \$1.80                  | 31%  |
| Minimum                      | 30%  |

Attachment B (Cont'd.)

| <b>STAFF PERSON</b> | <b>SALARIES</b>   | <b>FRINGE</b>     | <b>TOTAL</b>      |
|---------------------|-------------------|-------------------|-------------------|
| Tom Atkinson        | \$73,853.         | \$52,671.         | \$126,524.        |
| Philip De Pietro    | \$65,173.         | \$46,514.         | \$111,686.        |
| William Tappin      | \$71,066.         | \$50,720.         | \$121,785.        |
| Jeff Walding        | \$64,047.         | \$44,398.         | \$108,445.        |
| Carl Godlewski      | \$55,730.         | \$39,775.         | \$95,505.         |
| Anna Connelly       | \$32,944.         | \$19,996.         | \$52,940.         |
| <b>TOTAL</b>        | <b>\$362,812.</b> | <b>\$254,072.</b> | <b>\$616,884.</b> |

**Attachment B-1**

**Procedures for the Submittal of Sheriff's Quarterly Expense Reports**

1. Utilizing of Standard Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:
  - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the Sheriff Collections Report page of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.
  - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.
2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff Staff is required to enter certain data elements on the NJKiDS Bench Warrants page upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in Attachment B.6, Fiscal System and Reports.
3. Automated Calculation and Recording of Collections: If sheriff staff does not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.
4. Daily time reports and signed confidentiality agreements should be retained on file for audit purposes.
5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

Attention: Tikonblah Moore, Child Support Specialist 2  
Department of Human Services  
Office of Child Support Services  
P.O. Box 716  
Trenton, New Jersey  
(609) 631-2758  
Email to: [Tikonblah.moore@dhs.state.nj.us](mailto:Tikonblah.moore@dhs.state.nj.us)

Late submission may result in a delay in the reimbursement, pursuant to the Sheriff's Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2019 quarterly reporting due dates are:

|                                      |                  |
|--------------------------------------|------------------|
| <b>First Quarter:</b>                | <b>Due By:</b>   |
| October 1, 2018 to December 31, 2018 | January 20, 2019 |
| <b>Second Quarter:</b>               | <b>Due By:</b>   |
| January 1, 2019 to March 31, 2019    | April 20, 2019   |
| <b>Third Quarter:</b>                | <b>Due By:</b>   |
| April 1, 2019 to June 30, 2019       | July 20, 2019    |
| <b>Fourth Quarter:</b>               | <b>Due By:</b>   |
| July 1, 2019 to September 30, 2019   | October 20, 2019 |

**Attachment C**

**Disclosure of Information**

1. Any staff that performs IV-D functions or accesses NJKiDS must sign a Child Support Data User and Confidentiality Agreement annually and attend data security training, as stated in the requirements of the Data Security Manual. This manual is accessible on the New Jersey Child Support website, [www.njchildsupport.org](http://www.njchildsupport.org).
2. Any staff that performs IV-D functions or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the Data Security Manual. This video and/or the text for the video are accessible on the New Jersey Child Support website, [www.njchildsupport.org](http://www.njchildsupport.org).
3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it related to the establishment of paternity and collection of child support.
4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local Prosecutors, the DHS staff, the State and County IV-D staff, and the State Attorney General's Office.
5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.

**State of New Jersey**  
**Division of Family Development**

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

By: \_\_\_\_\_

Natasha Johnson, Director

COUNTY OF GLOUCESTER

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

By: \_\_\_\_\_

Robert M. Damminger, Freeholder Director

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

By: \_\_\_\_\_

Carmel M. Morina, County Sheriff

**RESOLUTION AUTHORIZING A CONTRACT WITH EDUCATIONAL AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS, FROM JULY 1, 2019 TO JUNE 30, 2021, IN AN AMOUNT NOT TO EXCEED \$700,000.00 EACH YEAR**

**WHEREAS**, the County of Gloucester, a designated workforce area, pursuant to the Workforce Innovation and Opportunity Act, recognizes the need for individuals to engage in training and/or additional educational pursuits to enhance their employability; and

**WHEREAS**, the County of Gloucester has designated the Department of Economic Development, Division of Workforce Development to determine through assessment those individuals who are in need of educational and/or occupational training and qualify for available funds under the Adult and Dislocated Workers, Youth Services, and WorkFirst NJ Programs; and

**WHEREAS**, the New Jersey Department of Labor and Workforce Development has published guidelines which establish "Occupations in Demand in South Jersey", and the County of Gloucester will foster training in those areas which are eligible for tuition reimbursement; and

**WHEREAS**, only vendors registered and approved by the New Jersey Department of Labor and Workforce Development Center for Occupational Employment Information will be considered eligible and each will be required to enter into an individual referral contract with the County which shall set out terms and conditions for performance; and

**WHEREAS**, these contracts may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(1)(a)(ii), in that the subject matter of the contract is for the provision of services which are unspecified and extraordinary.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to execute and the Clerk of the Board to attest to any and all contracts and documents necessary to effectuate the individual referrals and/or training programs with State approved vendors, with a maximum award of \$5,000.00 per client, and a total contractibility not to exceed \$700,000.00 each year, subject to available funding; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

**CONTRACT BETWEEN**  
**AN OCCUPATIONAL/EDUCATIONAL TRAINING VENDOR**  
**AND**  
**THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **July 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "County", and \_\_\_\_\_, as an Occupational/Educational Training Vendor, located at \_\_\_\_\_, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester, to contract for the provision of educational and/or occupational training services in the classroom to individuals who cannot obtain employment without said training, which services shall be paid via the Workforce Innovation Opportunity Act (**WIOA**) and Work First New Jersey (**WFNJ**) "training" funds; and

**WHEREAS**, The Contractor, as the Operating Agency, represents that it is qualified to perform said services as an eligible vendor listed on the statewide vendor list, 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 the period from **July 1, 2019 to June 30, 2021**.
2. **COMPENSATION.** Contract shall be for estimated units of service, calculated in accordance with and as set forth in **Attachment A**, which is annexed hereto and made a part of this Contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher in accordance with procedures set forth in **Attachment A**. After approval by County, the payment voucher shall be placed in line for prompt payment. It is 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.** Contractor shall provide educational and/or occupational training services, together with any other specifications issued by the County in connection with this Contract. Expenditures and/or reimbursement as to said services shall be conditioned upon the County's total **WIOA** allocation, or such budget revisions in relation to

said allocation.

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

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

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

The Contractor 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 Contractor, 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 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 Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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.

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

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 companies 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. **NONWAIVER.** 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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))  
Sec. 508- Clean Water Act (33 USC 1368)  
Environmental Protection Regs. 40CFR Part 15  
Energy Policy and Conservation Act 89 Stat.891

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. **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.

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

23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **July 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, and Contractor 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:**

**VENDOR:**

\_\_\_\_\_

\_\_\_\_\_  
**Institution Name:**

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

\_\_\_\_\_  
**Printed Name**

**Federal ID Number:** \_\_\_\_\_

## ATTACHMENT A

### **I. PURPOSE:**

The purpose of this Agreement is to ensure specific local ITA-related administrative requirements are understood and subsequently met by service providers selected by customers.

The Contractor has agreed to provide occupational/educational training in the form of classroom training. These training programs have been pre-approved by the NJ State Employment & Training Commission and meet the labor market demands of the local area. Each vendor/Contractor shall be required to complete and return to the County, the Program Review and Training Provider Review attached hereto as **Exhibit A**.

### **II. ENROLLMENT PERIOD/RENEWAL:**

The period of enrollment allowable under this agreement shall be from the **first day of July 2019** and shall continue until the **last day of June 2021**. If terminated, the effective date of termination shall be agreed to by both parties and communicated in writing.

**Renewal of contract shall be based upon review of past performance. County of Gloucester expects an 80% training related placement rate and new wages to exceed wages received prior to training or a minimum of \$15.00 an hour. Additionally 65% of training participants must receive an industry recognized credential/license.**

### **III. NEW JERSEY BUSINESS REGISTRATION:**

Contractor is required to comply with the requirements of the New Jersey Department of the Treasury, Division of Revenue as to Business Registration. A copy of said Business Registration Certificate must be provided to the County. (See **Exhibit B** attached hereto).

### **IV. REIMBURSEMENT:**

**Any cost reimbursement provided under this Contract is contingent upon the County, as Sponsor/Agency receiving its total WIOA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and/or rescissions that may be enacted into law.**

The total amount of a grant to Vendor in relation to each trainee receiving Workforce Innovation Opportunity Act funds shall not exceed \$5,000.00. All student financial aid awards (Pell Grants, etc.) will first be applied toward the total cost of training.

Payment shall be made through use of a voucher system (See **Exhibit C**). The Vendor may bill on a monthly, bi-monthly or quarterly basis. Billing will be for hours of instruction provided in the appropriate course of study. To calculate, take the total tuition cost and divide by hours the class has been in session, multiply by hourly cost of tuition and complete the Purchase Order accordingly.

The Vendor shall submit the original signed voucher to the County no later than the tenth (10th) business day of each month following the month in which costs have been incurred in order to be paid the following month. **All vouchers must be accompanied by vendor invoice to substantiate the reimbursement request, including the individual enrolled, the total number of hours the individual participated in classroom training activities, and grades acquired and prognosis for success. No requests for payment will be honored unless they are accompanied by the previously mentioned documents. Copies scanned or faxed will not be accepted for payment.** The Vendor will assure that there is no pre-signing of any time sheets or any attendance records.

The County shall make payment, the month following the presentation and approval of the voucher, which has been prepared by the Vendor. The payment shall reflect and certify the appropriate data identified above.

The County will not be responsible for any payment that violates the agreement restrictions.

All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of program activities, or at program exit.

The Vendor shall be responsible for the submission of performance reports relative to the individual's participation.

**V. TIME TRACKING.** In accordance with time tracking requirements and provisions of the NJ TANF Work Verification Plan, the Contractor must track client participation hours/attendance and daily sign-in by Work First customers as mandated by the State of New Jersey. Contractor must comply with said requirements by weekly completion and submission of the e-Timesheets. Please refer to **Exhibit D** attached hereto and made a part of this contract.

#### **VI. RETENTION OF RECORDS**

All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIOA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the County and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.

Records shall be kept safe from fire, theft, and water damage and be identified as WIOA participant and financial records.

## VII. AUTHORITY TO AUDIT:

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor's auditor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts or transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the County on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.

The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents.

The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs which are found by audit to be disallowed costs or recover costs which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.

The Contractor agrees to have an audit conducted by a licensed Certified Public Accountant from their respective state. **A copy of the Contractor's most recent audit must be submitted to the County along with the signed Educational Agreement. Failure to adhere to this submission may result in non-payment of funds as designated in this contract.**

## VIII. BONDING AND INSURANCE:

The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIOA regulations.

The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.

The Contractor must provide Worker's Compensation for participants enrolled in

subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract

**IX. NONDISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION:**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation Opportunity Act (WIOA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

The Contractor further agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.

With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

WIOA further requires that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

## **X. GRIEVANCE AND HEARING PROCEDURES**

### *ARTICLE 10 - GRIEVANCE AND HEARING PROCEDURES.*

10.1 Each Contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.

10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIOA program participants.

10.4 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.

10.5 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

## **XI. HOLD HARMLESS**

It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.

The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIOA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.

In the event that a grievance, lawsuit or other claim filed against the Contractor by a participant, sub-recipient or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

## **XII. SUSPENSION & TERMINATION**

When a Contractor has failed to comply with the terms, conditions or standards of the

contract the County may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIOA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraphs below. The County shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIOA participants to continue the course of study as determined under this agreement.

This contract grant may be terminated for cause or convenience.

The County may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

The County or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

### **XIII. CLOSEOUT PROCEDURES**

Contracts shall be closed out in accordance with the following procedures:

Upon request, the County shall make prompt payments to a Contractor for allowable charges under the contract being closed.

The Contractor shall immediately refund to the County any balance of un-obligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

Within 45 days after completion of the contract the Contractor shall submit all financial, performance and other reports required by the County to close out the contract. The County may approve extensions when requested in writing by the Contractor.

#### **XIV. ASSURANCES, CERTIFICATIONS & GENERAL PROVISIONS**

The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the contract period set forth hereinabove.

The Workforce Innovation Opportunity Act inclusive of all Federal regulations pursuant to the Act, the Wagner Peyser Act and State regulations; and

The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ; and

State of New Jersey, Department of Labor and Workforce Development instructions, directives and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992; and

This Contract or approved modification.

The Contractor will insure the individual's eligibility for financial aid is determined before the contract period.

**The Contractor will provide at a minimum the same job placement services to participants that are provided to the general student population.**

**The Contractor must provide immediate notification to the County if an individual withdraws from training or if attendance or progress of the trainee is unsatisfactory.**

The Contractor will provide the County with any information it may have available on training outcome of program graduates, such as employment obtained or any other information needed for student follow-up and program evaluation.

The Contractor agrees that the WIOA, the Wagner Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

The Contractor, in operating programs under the WIOA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations and State instructions issued pursuant to the WIOA. Consistent with the provisions of 20 CFR 627 (amended), all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary of Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment &

Training Commission's Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

As a condition to the award of financial assistance under the Workforce Innovation Opportunity Act, the Contractor agrees and assures that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation Opportunity Act of July 2014 and with all applicable requirements imposed by or pursuant to all Federal non-discrimination laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of the assurance.

#### **XV. CONFLICT OF INTEREST CLAUSE**

The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial or political gain. The Contractor, including executive staff and employees, while administering this contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.

Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the contract.

## **XVI. ASSURANCES AND CERTIFICATIONS**

- ◆ SF 424B - Assurances for Non-construction Programs
  - ◆ 29 CFR Part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulations)
  - ◆ Certification Regarding Lobbying (and regulations) CFR Part 98
  - ◆ Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIOA interim regulation sec. 667.200(g)

# **EXHIBIT A**

# **EXHIBIT B**

# **EXHIBIT C**

# **EXHIBIT D**

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**Name of Institution**

A Service Provider for the Work First NJ population agrees to the requirements of the e-Time Sheet as outlined in the NJ TANF Work Verification Plan 2007. The time and attendance of all TANF individuals attending our institution will be submitted at least weekly in the appropriate document format (manually then electronically when available).

---

**Director**

**Date**

**Federal Identification No.**

**Location #1**

**Street Address** \_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Back-up Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Location #2**

**Street Address** \_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Back-up Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Location #3**

**Street Address** \_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Back-up Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Location #4**

**Street Address** \_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Back-up Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Location #5**

**Street Address** \_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Primary Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Back-up Designee** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

### REQUEST FOR e-TIMESHEET ACCESS

In order to create an id for recording e-Timesheets, we are requesting the following information regarding your staff member(s) needing access to the website:

- 1) Name: \_\_\_\_\_
- 2) Business Name: \_\_\_\_\_
- 3) Email Address: \_\_\_\_\_
- 4) Phone #: \_\_\_\_\_
- 5) FEIN/Site Code \_\_\_\_\_

If the staff member does not already have an established portal Log On ID they can obtain one by following these three easy steps:

- 1. Go to the state website at: <http://www.state.nj.us/>
- 2. Click on the "Register" icon.
- 3. Complete and submit the form.

Note: Please make sure that you remember your logon ID and password.

Once we receive this information, we will be able to establish access to the new application for your staff member(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please call if you have any questions.

Thank you for your cooperation.

Christine Pender, Division of Social Services  
856 256 2191  
[cpender@oel.state.nj.us](mailto:cpender@oel.state.nj.us)

C-2

**RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #01-FINAL  
WITH SOUTH STATE, INC.**

**WHEREAS**, the County of Gloucester previously received public bids for resurfacing and safety improvements to Main Street (CR 553A) and Wenonah Avenue/Mantua Boulevard (CR 632) in the Township of Mantua, known as Engineering Project #16-01SA (hereinafter the "Project"); and

**WHEREAS**, by Resolution adopted on June 21, 2017, a contract for the Project was awarded to South State, Inc., as the lowest responsive and responsible bidder in an amount not to exceed \$1,534,155.00; and

**WHEREAS**, the County Engineer has recommended Change Order #01-Final to increase the contract by an amount not to exceed \$179,216.50, which is necessary due to a increases and decreases to items and supplemental items for final as-built quantities, resulting in a new total contract amount not to exceed \$1,713,371.50; and

**WHEREAS**, the contract is for estimated units of service on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or 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 Change Order #01-Final is authorized to increase the contract with South State, Inc. by \$179,216.50, resulting in a new total contract amount not to exceed \$1,713,371.50, and, that the Director of the Board is authorized to execute said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

**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 June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

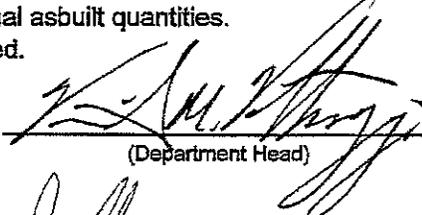
**ATTEST:**

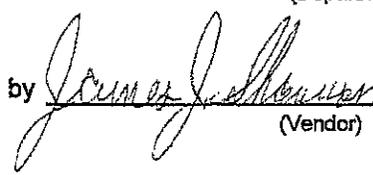
\_\_\_\_\_  
**LAURIE J. BURNS,  
CLERK OF THE BOARD**

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc  
PO Box 68  
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing and Safety Improvements to Main Street (CR553A) and Wenonah/Mantua Blvd (CR 632), Mantua Twp.
- 3. Date of Original Contract: 21-Jun-17
- 4. P.O. Number: 17-05257
- 5. Amount of Original Contract: \$1,534,155.00
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 Final: \$179,216.50
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$1,713,371.50

9. Need or Purpose of this Change Order: Increases and decreases to items and supplemental item to reflect final asbuilt quantities.  
This project is State Aid Funded.

This change order requested by  on 5-23-19  
(Department Head) (Date)

Accepted by  on 5-22-19  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

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

Form SA-1

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

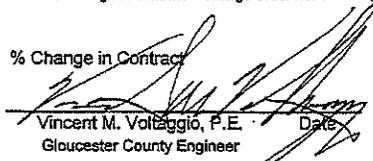
|                     |   |
|---------------------|---|
| <b>PROJECT</b>      | Resurfacing & Safety Improvements to Main Street (CR 653A) and Wenonah Ave/Mantua Blvd (CR 632) |
| <b>MUNICIPALITY</b> | Township of Mantua  |
| <b>COUNTY</b>       | Gloucester  |
| <b>CONTRACTOR</b>   | South State, Inc.   |

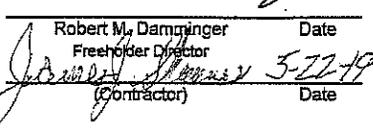
In accordance with the project Supplementary Specification the following are changes in the contract.  
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

| <u>Item No.</u>           | <u>Description</u>                                   | <u>Quantity (+/-)</u> | <u>Unit Prices</u> | <u>Amount</u>       |
|---------------------------|--|-----------------------|--------------------|---------------------|
| <b>REDUCTIONS</b>         |  |                       |                    |                     |
| 4                         | HMA Milling  | 991.00                | \$2.95             | \$2,923.45          |
| 5                         | Tack Coat  | 135.00                | \$0.01             | \$1.35              |
| 7                         | Hot Mix Asphalt 19M64 Base Course, 4" Thick          | 41.34                 | \$60.00            | \$2,480.40          |
| 9                         | Reset Existing Casting                               | 45.00                 | \$1.00             | \$45.00             |
| 15                        | Inlet Filter, Type 1                                 | 30.00                 | \$10.00            | \$300.00            |
| 18                        | Polymerized Joint Adhesive                           | 964.00                | \$0.01             | \$9.64              |
| 19                        | Rpm Bi-Directional, White Lens                       | 10.00                 | \$24.00            | \$240.00            |
| 20                        | Rpm Bi-Directional, Amber Lens                       | 23.00                 | \$24.00            | \$552.00            |
| 22                        | Cast Iron Curb Piece, Type "N"                       | 12.00                 | \$350.00           | \$4,200.00          |
| 23                        | Bicycle Safe Grate                                   | 4.00                  | \$400.00           | \$1,600.00          |
| 24                        | Reconstruct Inlet, Type B                            | 7.00                  | \$200.00           | \$1,400.00          |
| 25                        | Sawing And Sealing Joints In Hot Mix Asphalt Overlay | 1,478.00              | \$3.00             | \$4,434.00          |
| 26                        | Reconstruct Inlet, Type E                            | 4.00                  | \$200.00           | \$800.00            |
| 29                        | Turf Repair Strip                                    | 12,653.00             | \$0.01             | \$126.53            |
| 30                        | Partial Depth Concrete Repair                        | 200.00                | \$10.00            | \$2,000.00          |
| 31                        | Full Depth Concrete Repair, Concrete Class A         | 200.00                | \$10.00            | \$2,000.00          |
| 32                        | Asphalt Price Adjustment                             | 1.00                  | \$9,072.73         | \$9,072.73          |
| 34                        | Regulatory, Warning And Guide Signs                  | 106.14                | \$26.00            | \$2,759.64          |
| 44                        | 18" Diameter And Variable Pipe Lining                | 81.00                 | \$130.00           | \$10,530.00         |
| 45                        | Reconstruct Manhole                                  | 10.00                 | \$200.00           | \$2,000.00          |
| 46                        | Topsoiling, 4" Thick                                 | 50.00                 | \$15.00            | \$750.00            |
| 47                        | Fertilizing & Seeding, Type A-3                      | 50.00                 | \$2.00             | \$100.00            |
| 48                        | Straw Mulching                                       | 50.00                 | \$2.00             | \$100.00            |
| 101                       | Traffic Signal Standard, Aluminum                    | 2.00                  | \$1,250.00         | \$2,500.00          |
| 102                       | Solar Panel Array                                    | 2.00                  | \$3,350.00         | \$6,700.00          |
| 108                       | Traffic Signal Cable, 10 Conductor                   | 15.00                 | \$4.00             | \$60.00             |
| 109                       | Traffic Signal Cable, 7 Conductor                    | 8.00                  | \$3.00             | \$24.00             |
| 110                       | Traffic Signal Cable, 5 Conductor                    | 30.00                 | \$2.75             | \$82.50             |
| <b>Total Reductions</b>   |  |                       |                    | <b>\$57,791.24</b>  |
| <b>EXTRAS</b>             |  |                       |                    |                     |
| 3                         | Excavation, Unclassified                             | 155.00                | \$50.00            | \$7,750.00          |
| 6                         | Hot Mix Asphalt 12.5H64 Surface Course, 2" Thick     | 378.62                | \$64.00            | \$24,231.68         |
| 8                         | Dense Graded Aggregate Base Course, 6" Thick         | 570.30                | \$6.00             | \$3,421.80          |
| 10                        | Concrete Driveway, Reinforced, 6" Thick              | 158.60                | \$80.00            | \$12,688.00         |
| 11                        | Hot Mix Asphalt Driveway, 2" Thick                   | 31.40                 | \$50.00            | \$1,570.00          |
| 12                        | 9" x 18" Concrete Vertical Curb                      | 3,835.80              | \$30.00            | \$115,074.00        |
| 13                        | Concrete Sidewalk, 4" Thick                          | 299.60                | \$80.00            | \$23,968.00         |
| 14                        | Detectable Warning Surface                           | 48.00                 | \$40.00            | \$1,920.00          |
| 16                        | Traffic Markings, Thermoplastic                      | 1,244.00              | \$0.01             | \$12.44             |
| 17                        | Traffic Stripes, Long-Life, Epoxy Resin, 4"          | 15,234.00             | \$0.75             | \$11,425.50         |
| 21                        | Rpm Bi-Directional, Blue Lens                        | 5.00                  | \$24.00            | \$120.00            |
| 33                        | Fuel Price Adjustment                                | 1.00                  | \$504.32           | \$504.32            |
| 35                        | Police Traffic Directors                             | 194.00                | \$60.00            | \$11,640.00         |
| 50                        | 18" Reinforced Concrete Pipe                         | 215.00                | \$100.00           | \$21,500.00         |
| 107                       | 3" Rigid Metallic Conduit                            | 4.00                  | \$48.00            | \$192.00            |
| <b>Total Extras</b>       |  |                       |                    | <b>\$236,017.74</b> |
| <b>SUPPLEMENTAL</b>       |  |                       |                    |                     |
| S-1                       | Removal of Traffic Stripes                           | 1,100.00              | \$0.90             | \$990.00            |
| <b>Total Supplemental</b> |  |                       |                    | <b>\$990.00</b>     |

|  |                |                     |                     |
|--|----------------|---------------------|---------------------|
| Amount of Original Contract                      | \$1,534,155.00 | Extras              | \$236,017.74        |
| Amount of Original Contract + Change Order No. 1 | \$1,713,371.50 | Supplemental        | \$990.00            |
|  |                | Reduction           | \$57,791.24         |
|  |                | <b>Total Change</b> | <b>\$179,216.50</b> |

% Change in Contract 11.6818% Increase


 Vincent M. Voltaggio, P.E. Date 5-23-19 Approved: \_\_\_\_\_  
 Gloucester County Engineer (District Engineer) Date \_\_\_\_\_  
 (Local Highway Design)


 Robert M. Daminger Date 5-22-19  
 Freeholder Director (Contractor) Date

**RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #01-FINAL  
WITH SOUTH STATE, INC.**

**WHEREAS**, the County of Gloucester previously received public bids for resurfacing and safety improvements to Coles Mill Road (CR 538) from Williamstown Road (CR 612) to the Black Horse Pike (Route US 322) in the Townships of Franklin and Monroe, bid as Engineering Project #17-03SA, (hereinafter the "Project"); and

**WHEREAS**, by Resolution adopted on July 25, 2018, a contract for the Project was awarded to South State, Inc., as the lowest responsive and responsible bidder for \$2,897,822.20; and

**WHEREAS**, the County Engineer has recommended Change Order #01-Final to increase the contract by \$219,212.69, which is necessary due to a increases and decreases to items and supplemental items for final as-built quantities, resulting in a new total contract amount of \$3,117,034.89; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF #18-06170.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final is authorized to increase the contract with South State, Inc. by \$219,212.69, resulting in a new total contract amount of \$3,117,034.89, and, that the Director of the Board is authorized to execute said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc  
PO Box 68  
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing and Safety Improvements to Coles Mill Road, (CR538) from (CR655) to (US 322), in Monroe and Franklin Townships
- 3. Date of Original Contract: 25-Jul-18
- 4. P.O. Number: 18-06170
- 5. Amount of Original Contract: \$2,897,822.20
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 Final: \$219,212.69
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$3,117,034.89

9. Need or Purpose of this Change Order: Increases and decreases to items and supplemental items to reflect final asbuilt quantities. This project is State Aid Funded.

This change order requested by *[Signature]* on 5-30-19  
(Department Head) (Date)

Accepted by *[Signature]* on 5-28-19  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

**To All Vendors:**

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID PROJECT  
 CHANGE ORDER NUMBER: #1, Final  
 STATE AID PROJECT

|              |  |
|--------------|--|
| PROJECT      | Resurfacing & Safety Improvements to Coles Mill Rd (CR538) from CR655 to US322 |
| MUNICIPALITY | Franklin & Monroe  |
| COUNTY       | Gloucester   |
| CONTRACTOR   | South State  |

Final adjustment of quantities

| Item No.                | Description                                      | Quantity (+/-) | Unit Prices | Amount                |
|-------------------------|--|----------------|-------------|-----------------------|
| <b>REDUCTIONS</b>       |  |                |             |                       |
| 6                       | HMA MILLING, 3" AND VARIABLE                     | -11,035.73     | \$0.10      | (\$1,103.57)          |
| 7                       | POLYMERIZED JOINT ADHESIVE                       | -85,295.00     | \$0.01      | (\$852.95)            |
| 8                       | TACK COAT  | -16,275.00     | \$0.01      | (\$162.75)            |
| 9                       | HOT MIX ASPHALT 12.5ME SURFACE COURSE, 3" THICK  | -601.71        | \$85.00     | (\$51,145.35)         |
| 10                      | HOT MIX ASPHALT 9.5M64 LEVELING COURSE           | -751.76        | \$0.01      | (\$7.52)              |
| 11                      | HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK      | -343.22        | \$1.00      | (\$343.22)            |
| 12                      | DENSE-GRADED AGGREGATE, 6" THICK                 | -759.12        | \$0.01      | (\$7.59)              |
| 16                      | RESET EXISTING CASTING                           | -1.00          | \$200.00    | (\$200.00)            |
| 17                      | CLEANING DRAINAGE STRUCTURE                      | -17.00         | \$100.00    | (\$1,700.00)          |
| 18                      | BICYCLE SAFE GRATE                               | -4.00          | \$200.00    | (\$800.00)            |
| 19                      | CURB PIECE                                       | -1.00          | \$200.00    | (\$200.00)            |
| 26                      | CONCRETE SIDEWALK, 4" THICK                      | -50.00         | \$100.00    | (\$5,000.00)          |
| 27                      | HOT MIX ASPHALT DRIVEWAY, 2" THICK               | -48.63         | \$0.10      | (\$4.86)              |
| 29                      | DETECTABLE WARNING SURFACE                       | -4.00          | \$250.00    | (\$1,000.00)          |
| 41                      | TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN 4"       | -10,660.00     | \$0.26      | (\$2,771.60)          |
| 43                      | RPM, BI-DIRECTIONAL                              | -5.00          | \$24.00     | (\$120.00)            |
| 44                      | REGULATORY WARNING AND GUIDE SIGNS               | -177.08        | \$32.50     | (\$5,755.10)          |
| 45                      | REFLECTIVE "U" POST INSERTS                      | -7.00          | \$40.00     | (\$280.00)            |
| 47                      | 24" CORRUGATED METAL PIPE                        | -1,000.00      | \$1.00      | (\$1,000.00)          |
| 48                      | 18" REINFORCED CONCRETE PIPE, CLASS IV           | -652.00        | \$1.00      | (\$652.00)            |
| 49                      | 24" PERFORATED REINFORCED CONCRETE PIPE          | -52.00         | \$200.00    | (\$10,400.00)         |
| 51                      | RESET VALVE BOX                                  | -4.00          | \$10.00     | (\$40.00)             |
| 53                      | TURF REPAIR STRIP                                | -58,870.00     | \$0.05      | (\$2,943.50)          |
| 55                      | STRAW MULCHING                                   | -150.00        | \$1.00      | (\$150.00)            |
| 61                      | BREAKAWAY BARRICADE                              | -10            | \$0.01      | (\$0.10)              |
| 62                      | DRUM   | -250           | \$0.01      | (\$2.50)              |
| 63                      | TRAFFIC CONE                                     | -250           | \$0.01      | (\$2.50)              |
| 64                      | CONSTRUCTION SIGNS                               | -765.00        | \$0.01      | (\$7.65)              |
| 65                      | CONSTRUCTION BARRIER CURB                        | -60            | \$0.01      | (\$0.60)              |
| 66                      | FLASHING ARROW BOARD, 4'X8'                      | -4             | \$1.00      | (\$4.00)              |
| 67                      | PORTABLE VARIABLE MESSAGE SIGN                   | -2             | \$2,000.00  | (\$4,000.00)          |
| 68                      | TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION | -2             | \$200.00    | (\$400.00)            |
| 76                      | FUEL PRICE ADJUSTMENT                            | -1.00          | \$20,000.00 | (\$20,064.00)         |
| <b>Total Reductions</b> |  |                |             | <b>(\$111,121.36)</b> |

**EXTRAS**

|    |   |        |             |                     |
|----|---|--------|-------------|---------------------|
| 3  | EXCAVATION, UNCLASSIFIED                | 210.54 | \$300.00    | \$63,162.00         |
| 28 | CONCRETE DRIVEWAY, REINFORCED, 6" THICK | 42.37  | \$45.00     | \$1,906.65          |
| 30 | 9" X 18" CONCRETE VERTICAL CURB         | 804.00 | \$30.00     | \$24,120.00         |
| 42 | TRAFFIC MARKINGS, THERMOPLASTIC         | 406.00 | \$2.80      | \$1,136.80          |
| 50 | INLET, TYPE "E"                         | 5.00   | \$5,000.00  | \$25,000.00         |
| 52 | TOPSOILING, 4" THICK                    | 498.92 | \$5.00      | \$2,494.60          |
| 54 | FERTILIZING AND SEEDING, TYPE A-3       | 498.92 | \$1.00      | \$498.92            |
| 69 | POLICE TRAFFIC DIRECTORS                | 522.75 | \$60.00     | \$31,365.00         |
| 77 | ASPHALT PRICE ADJUSTMENT                | 0.4947 | \$50,000.00 | \$24,734.58         |
|    | <b>Total Extras</b>                     |        |             | <b>\$174,418.55</b> |

**SUPPLEMENTALS**

|    |                            |     |          |                     |
|----|----------------------------|-----|----------|---------------------|
| S1 | 24" HDPE Perf Pipe         | 705 | \$186.90 | \$131,764.50        |
| S2 | 8" HDPE Directional Drill  | 115 | \$210.00 | \$24,150.00         |
| S3 | Inlet Apron                | 10  | \$0.10   | \$1.00              |
|    | <b>Total Supplementals</b> |     |          | <b>\$155,915.50</b> |

|                                      |                |                     |                     |
|--------------------------------------|----------------|---------------------|---------------------|
| Amount of Original Contract          | \$2,897,822.20 | Reduction           | -\$111,121.36       |
| Amount of Original Contract + C.O #1 | \$3,117,034.89 | Extras              | \$174,418.55        |
|                                      |                | Supplemental        | \$155,915.50        |
|                                      |                | <b>Total Change</b> | <b>\$219,212.69</b> |

% Change in Contract 7.56% Increase

*Vincent M. Voltaggio* 5-30-19  
 Vincent M. Voltaggio, P.E. Date  
 Gloucester County Engineer

Approved: \_\_\_\_\_  
 (District Engineer) Date  
 (Local Highway Design)

Robert M. Damminger Date  
 Freeholder Director

*James J. ...* 5-29-19  
 (Contractor) Date

C-4

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT  
WITH MASER CONSULTING, P.A. FOR \$139,915.47**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need for professional engineering design services regarding intersection improvements to Bridgeton Pike (State Route 45) and Mantua Blvd./Berkley Road (CR 632) in Mantua Township as per RFP-19-034 and known as Engineering Project #18-18 (hereinafter "the "Project"); and

**WHEREAS**, the County requested proposals for the Project 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, and concluded that Maser Consulting, P.A. of 1000 Waterview Drive, Suite 201, Hamilton, NJ 08691, made the most advantageous proposal for \$139,915.47; 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; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds pursuant to CAF #19-05404, which amount shall be charged against budget line item G-02-18-710-000-12211.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and to execute and the Clerk of the Board to attest to, a professional services contract with Maser Consulting, P.A. for \$139,915.47 for services regarding intersection improvements to Bridgeton Pike (SR 45) and Mantua Blvd./Berkley Road (CR 632) in Mantua Township, as per RFP-19-034, from June 19, 2019 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

**BE IT FURTHER RESOLVED** that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that the Resolution and contract are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
MASER CONSULTING, P.A.**

**THIS CONTRACT** is made this 19<sup>th</sup> day of **June, 2019**, 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 **MASER CONSULTING, P.A.**, with an address of 1000 Waterview Drive, Suite 201, Hamilton, NJ 08691, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional services regarding engineering design services for safety improvements to Bridgeton Pike (State Route 45) and Mantua Blvd./Berkley Road (CR 632) in Mantua Township, as per **RFP-19-034**, and known as Engineering Project #18-18 (hereinafter the "**Project**"); and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES**. This contract shall be effective from June 19, 2019 until 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 \$139,915.47 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-19-034**. The Proposal is incorporated into and made part of this Contract by reference.

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.

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**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-19-034**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-034**.

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

---

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

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

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

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

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

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

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

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

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

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

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persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if

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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. GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-19-034** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-034**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the date first written above.

**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**

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

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

**ATTEST:**

**MASER CONSULTING, P.A.**

\_\_\_\_\_  
**By:** \_\_\_\_\_ *(print)*  
**Title:**



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

1000 Waterview Drive, Suite 201  
Hamilton, NJ 08691  
T: 609.587.8200  
F: 609.587.8260  
www.maserconsulting.com

May 29, 2019

VIA ATLAS COURIER SERVICE

Kim Larter, Director  
Purchasing Department  
County of Gloucester  
2 South Broad Street  
Woodbury, NJ 08096

Re: Response to Request for Proposal RFP # 19-034  
Engineering Design Services for Intersection Improvements to  
Bridgeton Pike (State Route 45) and Mantua Blvd/Berkley Rd (CR 632)  
in the Township of Mantua, Gloucester County  
Engineering Project No. 18-18  
MC Project No. 19001224P

Dear Ms. Larter:

Maser Consulting, P.A. is pleased to submit seven (7) copies of our response to the County's request for proposal. Some of the key reasons to select the Maser Team for this assignment include:

- **An Experienced Project Manager** – Daniel S. Frank, P.E. has over 35 years of experience in transportation engineering and has designed numerous projects similar to the tasks outlined in this RFP. Mr. Frank will provide the day-to-day coordination with the County and will be the person ultimately responsible to the County for the project. No sub-consultants are proposed.
- **Similar Project Experience** – As can be seen in the following response to the RFP, Maser Consulting is currently working on, and has completed, many similar projects in scope and size to this project throughout the region.
- **Experienced Key Staff** – Mr. Frank is supported by an experienced team of individuals with extensive expertise in the required disciplines.
- **Proven Quality Management** – One of Maser Consulting's Core Values is its commitment to Quality. The Firm has a formal policy to establish, commit to, implement, and monitor a quality assurance program which ensures the production of quality deliverables.

On behalf of Maser Consulting, I would like to thank you in advance for your time and consideration. We are committed to offering high-quality, cost-effective, and timely services. If there are any questions or further information is required, please feel free to contact Mr. Frank by phone at (609) 587-8200 ext. 4306 or by e-mail at [dfrank@maserconsulting.com](mailto:dfrank@maserconsulting.com). I can be reached at [llamunyon@maserconsulting.com](mailto:llamunyon@maserconsulting.com) or by phone at (609) 587-8200 ext. 4309.

Very truly yours,

MASER CONSULTING P.A.

Lynn A. LaMunyon, P.E., PTOE, IMSA II  
Senior Principal/ Discipline Leader, Transportation

\\HSCAD\Proposals\2019\19001224P\1.Cover\LOITOC\2.LOI.docx



**MASER CONSULTING, PA**  
**PROJECT COST AND WORK HOUR PROPOSAL FORM**  
 Engineering Design Services for Intersection Improvements to Bridgton Pike, State Route 45, and Mantua Blvd/Berkley Rd, CR 532  
 in the Township of Mantua, Gloucester County  
 (RFP #19-034)

| Task                   | Description   | Principal  | Sr. Tech. Director | Technical Director | Sr. Proj. Specialist | Project Specialist | Technical Professional | Specialist | Sr. Data Technician | Technical Assistant | Data/Field Technician | 2 Man Survey Crew | Total Hours | Labor Cost By Task |
|------------------------|---|------------|--------------------|--------------------|----------------------|--------------------|------------------------|------------|---------------------|---------------------|-----------------------|-------------------|-------------|--------------------|
| I                      | PRELIMINARY DESIGN (60%)                                    |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             |                    |
| a                      | Traffic Study & NCDOT Street Inter. Permit                  | 8          |                    | 40                 |                      |                    |                        |            | 56                  |                     | 8                     |                   | 112         | \$5,064.00         |
| b                      | Survey & Mapping  |            | 4                  |                    |                      |                    | 10                     |            |                     | 20                  | 2                     | 28                | 82          | \$3,130.00         |
| c                      | Roadway Design  | 16         |                    | 40                 |                      |                    | 40                     |            | 140                 |                     |                       |                   | 236         | \$10,172.00        |
| d                      | Traffic Signal Design                                       | 8          |                    | 24                 |                      |                    | 48                     | 80         |                     |                     |                       |                   | 160         | \$7,328.00         |
| e                      | Pavement Design   |            | 4                  |                    |                      |                    |                        |            | 8                   |                     |                       |                   | 28          | \$1,296.00         |
| f                      | Utility Investigations                                      |            | 2                  | 4                  |                      |                    | 4                      |            | 32                  |                     | 8                     | 8                 | 58          | \$2,424.00         |
| g                      | Drainage  |            |                    | 4                  |                      |                    |                        |            | 18                  |                     | 4                     |                   | 24          | \$968.00           |
| h                      | Environmental Assessment per EO 215                         |            | 2                  | 6                  |                      |                    |                        | 40         |                     | 8                   |                       |                   | 68          | \$2,862.00         |
| i                      | ROW Documents   |            | 6                  |                    |                      |                    | 18                     |            |                     | 16                  | 4                     | 10                | 52          | \$2,344.00         |
| ii                     | FINAL DESIGN (90%)  | 8          | 8                  | 18                 |                      |                    | 12                     | 20         | 60                  |                     |                       |                   | 144         | \$8,140.00         |
| iii                    | COMPLETED CONST. PLANS (100%)                               | 4          | 2                  | 18                 |                      |                    | 6                      | 12         | 16                  |                     |                       |                   | 60          | \$2,302.00         |
|                        | Total Man-Hours   | 44         | 28                 | 144                | 0                    | 18                 | 138                    | 152        | 395                 | 36                  | 26                    | 44                | 982         |                    |
|                        | Average Salary Rate   | \$72.00    | \$82.00            | \$58.00            | \$50.00              | \$46.00            | \$45.00                | \$40.00    | \$35.00             | \$28.00             | \$28.00               | \$70.00           |             |                    |
|                        | TOTAL DIRECT SALARY COST                                    | \$3,168.00 | \$1,736.00         | \$8,352.00         | \$0.00               | \$788.00           | \$5,120.00             | \$6,080.00 | \$12,490.00         | \$1,008.00          | \$676.00              | \$3,080.00        |             | \$49,448.00        |
| <b>DIRECT EXPENSES</b> |   |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             |                    |
|                        | Traffic Counts  |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             | \$1,800.00         |
|                        | Driver & Load Testing (includes permit and traffic control) |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             | \$3,500.00         |
|                        | Reproduction  |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             | \$2,000.00         |
|                        | TOTAL DIRECT EXPENSES                                       |            |                    |                    |                      |                    |                        |            |                     |                     |                       |                   |             | \$7,300.00         |

Note: Permit applications fees are not included, and are to be paid by the County.

|                               |  |                     |
|-------------------------------|--|---------------------|
| <b>Subtotal Direct Salary</b> |  | <b>\$49,448.00</b>  |
| <b>Overhead</b>               |  | <b>\$77,111.52</b>  |
| <b>Subtotal</b>               |  | <b>\$120,559.52</b> |
| <b>Profit</b>                 |  | <b>\$12,055.95</b>  |
| <b>Professional Fee</b>       |  | <b>\$132,615.47</b> |
| <b>Direct Expenses</b>        |  | <b>\$7,300.00</b>   |
| <b>TOTAL ESTIMATED COST</b>   |  | <b>\$272,526.94</b> |

43744

70%

**County of Gloucester Purchasing Department**

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

|  |          |
|--|----------|
| <b>PURCHASE ORDER / CAF<br/>CERTIFICATE AVAILABILITY FUNDS</b> |          |
| THIS NUMBER MUST APPEAR ON ALL INVOICES                        |          |
| <b>NO.</b>   | 19-05404 |

Pg

|                |   |
|----------------|---|
| <b>SHIP TO</b> | GLOUC. CO ENGINEERING DEPT.<br>1200 N. DELSEA DR. BLDG A<br>CLAYTON, NJ 08312<br>856-307-6600             |
| <b>VENDOR</b>  | VENDOR #: MASER010<br>MASER CONSULTING P.A.<br>331 NEWMAN SPRINGS ROAD<br>SUITE 203<br>RED BANK, NJ 07701 |

ORDER DATE: 06/13/19  
REQUISITION NO: R9-20221  
DELIVERY DATE:  
STATE CONTRACT: RFP-19-034  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

| QTY/UNIT | DESCRIPTION  | ACCOUNT NO.  | UNIT PRICE   | TOTAL COST |
|----------|--|--|--------------|------------|
| 1.00     | 18-18SA PROFESSIONAL SERVICES<br>ENGINEERING DESIGN SERVICES FOR ROUTE 45<br>& BERKLEY ROAD (CR632) INTERSECTION<br>IMPROVEMENTS<br><br>ENGINEERING PROJECT #: 18-18SA<br><br>PASSED BY RESOLUTION: JUNE 19, 2019<br><br>** TO BE TAKEN IN PARTIALS ** | G-02-18-710-000-12211<br>Capital Project Design and Management | 139,915.4700 | 139,915.47 |
|          |  |  | TOTAL        | 139,915.47 |

| CLAIMANT'S CERTIFICATE & 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 persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. | I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. | <b>DO NOT ACCEPT THIS ORDER<br/>UNLESS IT IS SIGNED BELOW</b> |
| <b>X</b>  |  | TREASURER / CFO<br><i>Kimberly Clark</i>                      |
| VENDOR SIGN HERE  | DEPARTMENT HEAD  | QUALIFIED PURCHASING AGENT                                    |
| DATE  | DATE   |   |
| TAX ID NO. OR SOCIAL SECURITY NO.   |  |   |
| DATE  |  |   |

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT  
WITH REMINGTON & VERNICK ENGINEERS FOR \$47,769.91**

C-5

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need for professional construction management and inspection services regarding resurfacing and safety improvements to Blue Bell Road (CR 633) in Monroe Township, as per RFP-19-038 and known as Engineering Project #18-14 (hereinafter "the "Project"); and

**WHEREAS**, the County requested proposals for the Project 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, and concluded that Remington & Vernick Engineers of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, made the most advantageous proposal for \$47,769.91; 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; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds pursuant to CAF #19-05405, which amount shall be charged against budget line item C-04-19-012-165-12250.

**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 professional services contract with Remington & Vernick Engineers for \$47,769.91, for construction management and inspection services regarding resurfacing and safety improvements to Blue Bell Road (CR 633) in Monroe Township, as per RFP-19-038, from June 19, 2019 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

**BE IT FURTHER RESOLVED**, that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that the Resolution and contract are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
REMINGTON & VERNICK ENGINEERS**

**THIS CONTRACT** is made this 19<sup>th</sup> day of **June, 2019**, 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 **REMINGTON & VERNICK ENGINEERS**, with an address of 51 Haddonfield Road, Suite 260, Cherry Hill, NJ 08002, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional services regarding construction management and inspection services for resurfacing and safety improvements to Blue Bell Road (CR 633) in Monroe Township, as per **RFP-19-038**, and known as Engineering Project #18-14 (hereinafter the "Project"); and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES**. This contract shall be effective from June 19, 2019 until 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 \$47,769.91 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-19-038**. The Proposal is incorporated into and made part of this Contract by reference.

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.

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**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-19-038**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-19-038**.

**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.** 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.

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

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

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

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

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

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

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

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

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

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

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persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if

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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. GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-19-038** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-19-038**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the date first written above.

**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**

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

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

**ATTEST:**

**REMINGTON & VERNICK ENGINEERS**

\_\_\_\_\_  
**By:** \_\_\_\_\_ *(print)*  
**Title:**



REMINGTON  
& VERNICK  
ENGINEERS

51 Haddonfield Road, Suite 260  
Cherry Hill, NJ 08002  
O: (856) 795-9595  
F: (856) 795-1882

RECEIVED

County of Gloucester  
Kimberly Larter, Qualified Purchasing Agent  
Purchasing Department  
Two South Broad Street  
Woodbury, NJ 08096

May 29, 2019

Subj: TECHNICAL PROPOSAL – RFP#19-038 - Construction Management and Inspection Services for the Resurfacing and Safety Improvements to Blue Bell Road (County Route 633) in the Township of Monroe, Gloucester County, NJ Engineering Project Number 18-14

Dear Ms. Larter:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to propose personnel familiar to Gloucester County (County) who successfully managed the recently finished County's Main Road. The key personnel will once again be proposed for the Resurfacing and Safety Improvements to Blue Bell Road (County Route 633) in the Township of Monroe, Gloucester County, NJ Engineering Project Number 18-14.

RVE is proposing Project Manager, Joseph Ragusa, PE, and Resident Inspector, Joseph Iannacone, NICET IV, ACI, NJSAT for this project. Both individuals have significant experience supporting projects for Gloucester County. Our Project Manager, Mr. Ragusa, has more than 10 years of experience and served in a similar role for the County's Main Road – Phase 2 completed in early 2019 and the Resurfacing and Safety Improvements to Franklinville Road. Mr. Iannacone has 20 years of experience and served the County as Resident Inspector on numerous Gloucester County Projects, most recently, the Resurfacing and Safety Improvements to Franklinville Road, and the Resurfacing and Safety Improvements to Main Road- Phase 2. Tasks for these projects are similar to the Blue Bell Road and include the monitoring of the contractor's maintenance and protection of traffic (MPT), drainage improvements, full-depth pavement reconstruction, concrete curb and driveway reconstruction, milling, leveling and surface course paving, construction of new ADA compliant curb ramps, signage, striping and pavement markings.

Quality Assurance and Quality Control (QA/QC) are integral to the success of all projects and a foundation of RVE's culture. To best serve the County, RVE is assigning Anthony Donofrio, NICET IV, Associate, as QA/QC Manager. He will review all work before it is submitted to the County, using his experience from successfully executed projects.

RVE's team will execute this project efficiently due to our knowledge of the County's policies, procedures and personnel. We have experience in the crucial elements this project requires, including:

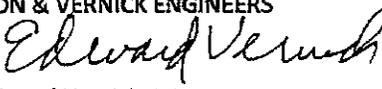
- A project team familiar to the County, with experience on County and NJDOT funded projects.
- County projects supported were completed on schedule, within the County's budget and with minimal corrective action.

As a full-service firm with our headquarters minutes from the County's office, RVE can provide on-site support quickly.

RVE's Team is committed to completing this project on time and within budget. With extensive in-County experience, a strong Project Manager and Resident Inspector known to the County with proven experience executing projects, we look forward to supporting this project. Please contact our Project Manager, Mr. Ragusa, at 609 828 3222 or via email at Joseph.Ragusa@rve.com if you require any additional information. Thank you for considering RVE for this important project.

Sincerely,  
REMINGTON & VERNICK ENGINEERS

By

  
Edward Vernick, PE, CME,  
President

RVE.com

**REMINGTON & VERNICK ENGINEERS  
COST PROPOSAL**

**Client:** Gloucester County

**Project:** RFP 19-038 Resurfacing and Safety Improvements to Blue Bell Road (County Route 633)

Remington & Vernick Engineers

|                   |          |          |          |
|-------------------|----------|----------|----------|
| Direct Labor Rate | \$ 62.50 | \$ 45.75 | \$ 28.00 |
|-------------------|----------|----------|----------|

| Task Description               | Project Manager |                    | Resident Inspector |                     | Office Engineer / Inspector |                    | TOTAL              |
|--------------------------------|-----------------|--------------------|--------------------|---------------------|-----------------------------|--------------------|--------------------|
|                                | Hours           | Cost               | Hours              | Cost                | Hours                       | Cost               |                    |
| Preconstruction                | 8               | \$ 500.00          | 8                  | \$ 366.00           | 4                           | \$ 112.00          | \$ 978.00          |
| Construction Inspection        | 12              | \$ 750.00          | 360                | \$ 16,470.00        | 48                          | \$ 1,344.00        | \$ 18,564.00       |
| Punchlist and Project Closeout | 8               | \$ 500.00          | 40                 | \$ 1,830.00         | 4                           | \$ 112.00          | \$ 2,442.00        |
| <b>Subtotal</b>                | <b>28</b>       | <b>\$ 1,750.00</b> | <b>408</b>         | <b>\$ 18,666.00</b> | <b>56</b>                   | <b>\$ 1,568.00</b> | <b>\$21,984.00</b> |

**RVE Direct Expenses**

|                               |  |  |  |          |  |  |              |
|-------------------------------|--|--|--|----------|--|--|--------------|
| DIRECT LABOR COST             |  |  |  |          |  |  | \$21,984.00  |
| OVERHEAD                      |  |  |  | 97.54% * |  |  | \$ 21,443.19 |
| FEE                           |  |  |  | 10.00%   |  |  | \$ 4,342.72  |
| DIRECT LABOR + OVERHEAD + FEE |  |  |  |          |  |  | \$47,769.91  |

**SUBTOTAL COST - RVE** **\$47,769.91**

\* RVE is utilizing our lower Overhead rate from 2018; 2018 & 2019 attached

**County of Gloucester Purchasing Department**

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

|  |          |
|--|----------|
| PURCHASE ORDER / CAF<br>CERTIFICATE AVAILABILITY FUNDS |          |
| THIS NUMBER MUST APPEAR ON ALL INVOICES                |          |
| <b>NO.</b>   | 19-05405 |

Pg 1

|                |   |
|----------------|---|
| <b>SHIP TO</b> | GLOUC. CO ENGINEERING DEPT.<br>1200 N. DELSEA DR. BLDG A<br>CLAYTON, NJ 08312<br>856-307-6600 |
|----------------|---|

|               |   |
|---------------|---|
| <b>VENDOR</b> | VENDOR #: REMIN018<br>REMINGTON & VERNICK<br>C/O FINANCE DEPARTMENT<br>79 GROVE STREET<br>HADDONFIELD, NJ 08033 |
|---------------|---|

ORDER DATE: 06/13/19  
REQUISITION NO: R9-20224  
DELIVERY DATE:  
STATE CONTRACT: RFP-19-038  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

| QTY/UNIT | DESCRIPTION  | ACCOUNT NO.  | UNIT PRICE  | TOTAL COST |
|----------|--|--|-------------|------------|
| 1.00     | 18-14SA PROFESSIONAL SERVICES<br>CONSTRUCTION MANAGEMENT & INSPECTION FOR<br>RESURFACING & SAFETY IMPROVEMENTS TO<br>BLUEBELL ROAD (CR633) FROM CORKERY LANE<br>(CR612) TO MALAGA RD (CR659) IN MONROE<br>TOWNSHIP<br><br>ENGINEERING PROJECT #: 18-14SA<br><br>PASSED BY RESOLUTION: JUNE 19, 2019<br><br>** TO BE TAKEN IN PARTIALS ** | C-04-19-012-165-12250<br>Resurface Bluebell Rd. CR633 (SA) | 47,769.9100 | 47,769.91  |
|          |  |  | TOTAL       | 47,769.91  |

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

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

C-6

**RESOLUTION EXTENDING THE CONTRACT WITH J. FLETCHER CREAMER  
& SON FROM JUNE 25, 2019 TO JUNE 24, 2020 IN AN AMOUNT  
NOT TO EXCEED \$245,888.00**

**WHEREAS**, the County of Gloucester ("County") entered into a contract on June 25, 2018 with J. Fletcher Creamer & Son, for the 2018-2019 Guiderail Maintenance Project, known as Engineering Project #18-06, which contract provided the County with the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, the County's Qualified Purchasing Agent has recommended exercising the option to extend the contract for a period of one (1) year from June 25, 2019 to June 24, 2020, in an amount not to exceed \$245,888.00; and

**WHEREAS**, the contract is for estimated units of service or purchases on an as-needed basis, which does not obligate the County to obtain any service or make any purchase and is therefore open-ended, so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the extension, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with J. Fletcher Creamer & Son, Inc. for continued services as referenced hereinabove and set forth in specifications #18-06, and that the County's Qualified Purchasing Agent is directed to inform the Contractor of the extension; 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, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF STATE POLICE AND ACCEPTANCE OF FFY2019 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2019 TO JUNE 30, 2020**

**WHEREAS**, the Gloucester County Office of Emergency Management prepared a FFY2019 Emergency Management Agency Assistance Grant application in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

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

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

**WHEREAS**, the Board of Chosen Freeholders acknowledges that the amount of County grant funds to be requested is \$55,000.00, with an in-kind match of \$55,000.00, for a total amount of \$110,000.00, from July 1, 2019 to June 30, 2020; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders authorize Dennis McNulty, Gloucester County Emergency Management Coordinator to execute any and all documents related to the FFY2019 Emergency Management Agency Assistance Grant.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FFY2019 Emergency Management Agency Assistance Grant, in the total amount of \$110,000.00, which includes an in-kind match of \$55,000.00, from July 1, 2018 to June 30, 2019.
2. The Gloucester County Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.
3. The Gloucester County Board of Chosen Freeholders hereby authorize Dennis McNulty, Gloucester County Emergency Management Coordinator to execute any and all documents related to the FFY2019 Emergency Management Agency Assistance Grant.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 19, 2019.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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



## State of New Jersey

OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
POST OFFICE BOX 7068  
WEST TRENTON, NJ 08628-0068  
(609) 882-2000

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

GURBIR S. GREWAL  
*Attorney General*

PATRICK J. CALLAHAN  
*Colonel*

May 22, 2019

Coordinator Dennis P. McNulty  
Gloucester County OEM  
1200 North Delsea Drive  
Clayton, New Jersey 08312

Re: Emergency Management Agency Assistance (EMAA) Eligibility for Federal Fiscal Year (FFY) 2019

Dear Coordinator McNulty:

It has been determined that the County of Gloucester is eligible to submit a Subaward Application for up to \$55,000. The FFY2019 EMMA funding for the performance period starts July 1, 2019 and runs through June 30, 2020.

The completed application shall be submitted to the New Jersey Office of Emergency Management (NJOEM) Preparedness Bureau via the NJEMGrants online system by **June 21, 2019**. Upon completion of the performance period, approved work plan activities, and expenditure certification, reimbursement will be made to the County by the State.

The County is responsible for the required match (the dollar-for-dollar match must be equal to or greater than your Federal award amount), either cash or in-kind, to the federal portion of the award. The source of the match, and the match amount, must be documented in the application and on the required reimbursement forms. Subawards are solely contingent upon the availability of federal funds. NJSP/EMS reserves the right to decline any and all applications for funding and to award grants in amounts different than requested.

If you have any questions or concerns, please contact SFC Deborah Coutts at (609) 963-6996.

Sincerely,

Patrick Gorman, Captain  
Bureau Chief  
Preparedness Bureau



*"An Internationally Accredited Agency"*

*New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable*





15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ ~~100,282.00~~ \$100,246

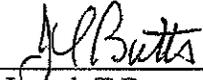
TOTAL OTHER EXPENSES (b): \$ \_\_\_\_\_

TOTAL FRINGE (c): \$ ~~9,757.00~~ \$9,754

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

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

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

DEPT. HEAD:   
Joseph T Butts

DATE: May 29, 2019

\*\*\*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.

---

**2019 Gloucester County Budget  
Other Expense Request Explanations  
2019 Budget**

The purpose of this grant is to providing funding to assist Gloucester County in enhancing and sustaining all-hazard emergency management capabilities.

001-10101 – Salaries     \$55,000.00

Department Emergency Response

Form C-2  
Department Code \_\_\_\_\_  
Submission Date \_\_\_\_\_  
Revision Date \_\_\_\_\_

**FFY19 EMPG EMAA Proposed County Subaward Budget  
Detail Worksheet**

*The FFY19 EMPG EMAA Proposed Subaward Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.*

**A. Salaries** – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization (**COUNTY ONLY**).

| Name/Position                  | Annual Salary | % of Time on Project | Federal Amount | Non-Federal Amount |
|--------------------------------|---------------|----------------------|----------------|--------------------|
| Dennis McNulty-OEM Coordinator | \$120,822     | 82.97%               | \$50,123       | \$50,123           |
|                                |               |                      |                |                    |
|                                |               |                      |                |                    |
| Subtotals:                     |               |                      | \$50,123       | \$50,123           |

**Personnel Subtotal: \$100,246**

**B. Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman's Compensation, and Unemployment Compensation. **If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. If you do not have an applicable fringe rate, then you need to state that in your Budget Narrative as well (COUNTY ONLY).**

| Name/Position                  | Annual Salary | % of Time on Project | Fringe Applicable Total Salary | Fringe Benefit Percentage | Federal Amount | Non-Federal Amount |
|--------------------------------|---------------|----------------------|--------------------------------|---------------------------|----------------|--------------------|
| Dennis McNulty-OEM Coordinator | \$120,822     | 82.97%               | \$100,246                      | 9.73%                     | \$4,877        | \$4,877            |
|                                |               |                      |                                |                           |                |                    |
|                                |               |                      |                                |                           |                |                    |
| Subtotals:                     |               |                      |                                |                           |                |                    |

**Fringe Benefits Subtotal: \$9,754**

- C. Training –NOT ALLOWABLE**
- D. Equipment –NOT ALLOWABLE**
- E. Exercise(s) –NOT ALLOWABLE**
- F. Construction –NOT ALLOWABLE**
- G. Consultants/Contracts –NOT ALLOWABLE**

**H. Indirect Costs** –See attached Indirect Costs Rate Fact Sheet for additional guidance.

| Total Modified Direct Costs | Indirect Cost Rate (%) | Federal Amount | Non-Federal Amount |
|-----------------------------|------------------------|----------------|--------------------|
|                             |                        |                |                    |

**Indirect Costs Subtotal:** \_\_\_\_\_

## FFY19 EMPG EMAA Subaward Budget Summary

*When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.*

| Budget Category                   | Federal Amount | Non-Federal Amount | Total     |
|-----------------------------------|----------------|--------------------|-----------|
| <b>A. Salaries</b>                | \$50,123       | \$50,123           | \$100,246 |
| <b>B. Fringe Benefits</b>         | \$4,877        | \$4,877            | \$9,754   |
| <b>C. Training</b>                | N/A            | N/A                | N/A       |
| <b>D. Equipment</b>               | N/A            | N/A                | N/A       |
| <b>E. Exercises</b>               | N/A            | N/A                | N/A       |
| <b>F. Construction</b>            | N/A            | N/A                | N/A       |
| <b>G. Consultants/Contractors</b> | N/A            | N/A                | N/A       |
| <b>Direct Costs Subtotal:</b>     |                |                    |           |
| <b>H. Indirect Costs</b>          | \$0.00         | \$0.00             | \$0.00    |
| <b>Indirect Costs Subtotal:</b>   | \$0.00         | \$0.00             | \$0.00    |
| <b>TOTAL PROJECT COSTS:</b>       | \$55,000       | \$55,000           | \$110,000 |

**FFY19 EMPG EMAA Proposed County  
Subaward Budget Narrative**

*Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.*

*If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. Applicants should indicate in the Budget Narrative if they do not have an applicable fringe rate. Also, Applicants that are taking indirect costs must explain in the Budget Narrative the basis for the total modified direct costs and provide a copy of their approved federally-recognized negotiated indirect cost rate agreement (if not claiming indirect costs using the 10% de minimis rate).*

Gloucester County will provide an in-kind match for the non-federal amount required to compensate the Office of Emergency Management staff, as per the EMPG EMAA Subaward Budget Detail Worksheet, to complete the tasks listed on the FFY19 Work Plan.

The fringe benefits rate that is applied is 9.73%.

The breakdown of the fringe rate is as follows:

|                         |              |
|-------------------------|--------------|
| Social Security         | 6.20         |
| Medicare                | 1.48         |
| Unemployment Insurance  | 0.25         |
| Worker's Compensation   | <u>1.80</u>  |
| <b>Total Percentage</b> | <b>9.73%</b> |

No other benefits are afforded to the OEM Coordinator of Gloucester County. Gloucester County chooses not to take Indirect Costs for this Subaward.

**GLOUCESTER COUNTY**  
**OFFICE OF EMERGENCY MANAGEMENT**

1200 North Delsea Drive  
Clayton, New Jersey 08312

May 24, 2019

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

RE: FFY 2019 EMPG EMAA

The Authorizing Official of Gloucester County certifies:

NAME: Dennis P. McNulty

TITLE: OEM Coordinator

A handwritten signature in black ink, appearing to read "Dennis P. McNulty", is written over a horizontal line. The signature is cursive and extends to the right of the line.

(Signature of Authorized Person)

whose specimen signature appears on the above line, is authorized to authenticate and certify claims for payment and other related documentation and schedules under the provisions of the attached FFY 2019 EMPG EMAA award to the Gloucester County Office of Emergency Management.

NAME : Robert M. Damminger

TITLE: Freeholder Director

\_\_\_\_\_  
(Signature of Authorizing Official)

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

FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: Gloucester County Department of Emergency Response

State Vendor Identification Number or EIN: 216000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 9,568,513.00 State Amount: \$ 22,637,567.00

Applicant/Subrecipient fiscal year end date 12/31/18

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015,<sup>1</sup> **you must attach** proof of submission<sup>2</sup> of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey Giordano

Title: Gloucester County Treasurer

Signature: Tracey K. Giordano

Date: 6/6/19

<sup>1</sup> Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

<sup>2</sup> See attached directions.



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

**NEW JERSEY STATE AUDIT REQUIREMENTS**

In addition to the Federal requirements on the preceding page, Subrecipients must comply with the following State audit requirements outlined in OMB Circular 15-08-OMB (*available at [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf)*):

- A Subrecipient that expends \$750,000 or more in federal financial assistance or \$750,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$750,000 in federal or state financial assistance during its fiscal year, but expends \$100,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.



F-1

**RESOLUTION AUTHORIZING THE PURCHASE OF FLU VACCINES FROM WELLS FARGO, C/O FFF ENTERPRISES, INC., THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$176,807.72**

**WHEREAS**, the County has a need to purchase flu vaccines for the 2019-2020 season; and

**WHEREAS**, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

**WHEREAS**, it has been determined that the County may purchase needed flu vaccines for the 2019-2020 season through State Contract #A41502, from Wells Fargo, c/o FFF Enterprises, Inc., P.O. Box 840150, Los Angeles, CA 90084-0150; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds for this contract pursuant to CAF # 19-04610, to be charged against budget line item 9-01-27-330-001-20432 for a total amount of \$176,807.72.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, the purchase of flu vaccines from Wells Fargo, c/o FFF Enterprises, Inc. through State Contract, for an amount of \$176,807.72.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**County of Gloucester Purchasing Department**

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

|  |          |
|--|----------|
| <b>PURCHASE ORDER / CAF<br/>CERTIFICATE AVAILABILITY FUNDS</b> |          |
| THIS NUMBER MUST APPEAR ON ALL INVOICES                        |          |
| <b>NO.</b>   | 19-04610 |

|                |   |
|----------------|---|
| <b>SHIP TO</b> | GLOUC. CO HEALTH DEPT. ADM<br>204 E. HOLLY AVE.<br>SEWELL, NJ 08080<br>856-218-4100 |
|----------------|---|

ORDER DATE: 06/04/19  
 REQUISITION NO: R9-19495  
 DELIVERY DATE:  
 STATE CONTRACT: A41502  
 ACCOUNT NUM:

|               |   |
|---------------|---|
| <b>VENDOR</b> | VENDOR #: WELLS010<br>WELLS FARGO<br>C/O FFF ENTERPRISES, INC.<br>PO BOX 840150<br>LOS ANGELES, CA 90084-0150 |
|---------------|---|

**SALES TAX ID # 21-6000660**

| QTY/UNIT   | DESCRIPTION  | ACCOUNT NO.                               | UNIT PRICE | TOTAL COST |
|------------|--|---|------------|------------|
| 123.00/VLS | 2019 FLU VACCINE ORDER<br>FLULAVAL QUADRIVALENT 5ML MDV<br>NDC: 19515-0897-11 (10 DOSE VIALS)<br>Estimated Delivery Date - 8/20/19 | 9-01-27-330-001-20432<br>Medical Supplies | 145.6900   | 17,919.87  |
| 150.00/BX  | FLUARIX QUADRIVALENT 0.5ML PFS<br>NDC: 58160-0896-52 (10/BOX) Estimated<br>Delivery Date - 8/20/19                                 | 9-01-27-330-001-20432<br>Medical Supplies | 155.8800   | 23,382.00  |
| 300.00/BX  | FLUARIX QUADRIVALENT 0.5ML PFS<br>NDC: 58160-0896-52 (10/BOX)<br>Estimated Delivery Date - 9/10/19                                 | 9-01-27-330-001-20432<br>Medical Supplies | 155.8800   | 46,764.00  |
| 8.00/BX    | FLUAD 0.5ML PFS<br>NDC: 70461-0019-03 (10/BOX)<br>Estimated Delivery Date - 9/10/19  | 9-01-27-330-001-20432<br>Medical Supplies | 418.7800   | 3,350.24   |
| 246.00/VLS | FLULAVAL QUADRIVALENT 5ML MDV<br>NDC: 19515-0897-11 (10 DOSE VIALS)<br>Estimated Delivery Date - 9/10/19                           | 9-01-27-330-001-20432<br>Medical Supplies | 145.6900   | 35,839.74  |
| 150.00/BX  | FLUARIX QUADRIVALENT 0.5ML PFS<br>NDC: 58160-0896-52 (10/BOX)<br>Estimated Delivery Date - 10/1/19                                 | 9-01-27-330-001-20432<br>Medical Supplies | 155.8800   | 23,382.00  |
| 123.00/VLS | FLULAVAL QUADRIVALENT 5ML MDV  | 9-01-27-330-001-20432<br>Medical Supplies | 145.6900   | 17,919.87  |

|  |   |  |
|--|---|--|
| <b>CLAIMANT'S CERTIFICATE &amp; DECLARATION</b><br>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 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.<br><br><b>X</b> | <b>RECEIVER'S CERTIFICATION</b><br>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. | <b>APPROVAL TO PURCHASE</b><br><b>DO NOT ACCEPT THIS ORDER<br/>UNLESS IT IS SIGNED BELOW</b> |
| VENDOR SIGN HERE _____ DATE _____  |   | TREASURER / CFO<br><i>Kimberly Carter</i>  |
| TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____   | DEPARTMENT HEAD _____ DATE _____  | QUALIFIED PURCHASING AGENT   |

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

**County of Gloucester Purchasing Department**

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

|  |          |
|--|----------|
| <b>PURCHASE ORDER / CAF<br/>CERTIFICATE AVAILABILITY FUNDS</b> |          |
| THIS NUMBER MUST APPEAR ON ALL INVOICES                        |          |
| <b>NO.</b>   | 19-04610 |

Pg 2

|                |   |
|----------------|---|
| <b>SHIP TO</b> | GLOUC. CO HEALTH DEPT. ADM<br>204 E. HOLLY AVE.<br>SEWELL, NJ 08080<br>856-218-4100 |
|----------------|---|

|               |                    |   |
|---------------|--------------------|---|
| <b>VENDOR</b> | VENDOR #: WELLS010 | WELLS FARGO<br>C/O FFF ENTERPRISES, INC.<br>PO BOX 840150<br>LOS ANGELES, CA 90084-0150 |
|---------------|--------------------|---|

ORDER DATE: 06/04/19  
 REQUISITION NO: R9-19495  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

| QTY/UNIT | DESCRIPTION   | ACCOUNT NO.                               | UNIT PRICE | TOTAL COST |
|----------|---|---|------------|------------|
| 1.00/EA  | NDC: 19515-0897-11. (10 DOSE VIALS)<br>Estimated Delivery Date - 10/1/19<br><br>Combined total Excise Tax for this order<br>(See confirmation pages attached) | 9-01-27-330-001-20432<br>Medical supplies | 8,250.0000 | 8,250.00   |
|          |   |   | TOTAL      | 176,807.72 |

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

**RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE COUNTY ENVIRONMENTAL HEALTH ACT (CEHA) GRANT FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020, IN AN AMOUNT TO BE DETERMINED**

**WHEREAS**, the County, on behalf of its Department of Health and Human Services, desires to apply to the New Jersey Department of Environmental Protection (DEP) for the County Environmental Health Act (CEHA) Grant for the 12-month funding cycle from July 1, 2019 to June 30, 2020; and

**WHEREAS**, the grant funding supports various services, including the Solid Waste program, air pollution prevention, and use of DEPs database; and; and

**WHEREAS**, the County Department of Health and Human Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all information contained in the grant application and in its attachments is true and correct; and

**WHEREAS**, the Department of Health and Human Services has submitted the grant application to the County's Department of Treasury for review, and said department have approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board of Chosen Freeholders are hereby authorized to execute any and any documents necessary to apply to the New Jersey Department of Environmental Protection for the County Environmental Health Act Grant from July 1, 2019 to June 30, 2020 in an amount to be determined; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

**BE IT FURTHER RESOLVED** that the Gloucester County Department of Health and Human Services will be responsible for grant implementation.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

New Jersey Department of Environmental Protection  
**COUNTY ENVIRONMENTAL HEALTH ACT**  
2020 GRANT APPLICATION (July 1, 2019 - June 30, 2020)

(Type or Print All Data)

County Gloucester

- 1. Name of Applicant/Organization Gloucester County Department of Health and Human Services  
Address 204 East Holly Avenue Sewell NJ 08080  
Phone 856-218-4180
- 2. Name & Title of Principal County Contact Wendy Carey, Environmental health Coordinator  
Address (if different) \_\_\_\_\_  
Phone 856-218-4180
- 3. Name & Title of Fiscal Contact Tracey Giordano  
Address (if different) 2 South Broad Street Woodbury NJ 08096  
Phone 856-853-3353
- 4. Name & Title of Certifying Representative Robert Damming, Director, Board of Chosen Freeholders  
Address County Administration Building, 2 S. Broad Street, Woodbury NJ 08096  
Phone 856-853-3353
- 5. Name of CEHA Certified Subcontractor\* Office of Emergency Management  
Name and Title of Contact Thomas Butts, Emergency Management Coordinator  
Address 1200 N. Delsea Drive, Clayton NJ 08312  
Phone 856-307-7100

(\*Use additional pages if needed.)

- 6. Vendor I.D. Number 21-60000660 7. DUNS Number 957362247

8. Certification:

The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct, the document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions, and other policies, regulations and rules issued by the New Jersey Department of Environmental Protection for the administration of grants.

\*Name of Applicant Robert M. Damming Title Freeholder Director  
(Certifying Representative)

Signature of Applicant \_\_\_\_\_ Date of Application \_\_\_\_\_

(continued to next page)



**2020 GRANT APPLICATION**  
**Section B- CEHA BUDGET DETAIL**  
 (use additional pages if needed)

| Budget Category  | Priority Order for<br>Funding<br>numerical order* | CEHA Grant Money<br>Requested                            |
|--|---|--|
| <b>Salaries/Fringe/Overtime/Administrative Costs</b><br>Sr. Env Spec –Jeff McKenna<br>Sr. Env Spec - Peder Nesse<br>Sr. Env Spec-Margaret Edwards<br>Sr. Env Spec- A. Hawk<br>Prin Env Spec-M. Olejarski<br>Total Salaries | 1   | 85,619<br>22,359<br>8,944<br>31,144<br>16,485<br>164,551 |
| <b>Equipment/Supplies/Calibration</b>  |   |  |
| <b>GIS</b>   |   |  |
| <b>Laboratory Costs</b>  |   |  |
| <b>Training</b>  |   |  |
| <b>MSP</b>   |   |  |
| <b>Other</b><br><br><b>Fringe (55.34)</b>  |   | 91,063   |
| <b>Total Funding Requested:</b>  |   | <b>\$ 255,614</b>  |

\* Order of priority with 1 being the most important

## Elective Selection Sheet

| ACTIVITY   | AGENCY WILL PARTICIPATE | AGENCY WILL <u>NOT</u> PARTICIPATE |
|--|-------------------------|------------------------------------|
| Ambient Surface Water Monitoring (If offered in your region) | X                       |                                    |
| CCMP (Coastal counties only)                                 |                         | X                                  |
| Pesticides   | X                       |                                    |
| Right to Know  | X                       |                                    |
| Motor Vehicle Idling Special Project                         |                         | X                                  |

Note - All projects will be contingent on the availability of funding and NJDEP program approval.

**PLEASE RETURN THE COMPLETED APPLICATION BY MAY 9, 2019 TO:**

**Mail:**

**NJDEP, Bureau of Local Environmental Management and Right to Know  
401 East State Street  
Mail Code 401-04 N  
P.O. Box 420  
Trenton, NJ 08625-0420**

**Fax to (609) 633-0632**

**Or scan and e-mail to your CEHA Coordinator**

CEHA/Contact information and forms

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 06/06/2019

1. TYPE OF GRANT  
NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321
  2. GRANT TITLE: C.E.H.A.
  3. GRANT TERM: FROM: 07/01/19 TO: 06/30/20
  4. COUNTY DEPARTMENT: Health and Human Services
  5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134
  6. NAME OF FUNDING AGENCY: NJ DEP
  7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including Solidwaste program, air pollution prevention and use of DEPs database.
  8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*"): 

| NAME                  | AMOUNT        | NAME               | AMOUNT |
|-----------------------|---------------|--------------------|--------|
| <u>Jeff McKenna</u>   | <u>      </u> | <u>Peder Nesse</u> |        |
| <u>Peggy Edwards</u>  |               | <u>Amber Hawk</u>  |        |
| <u>Matt Olejarski</u> |               |                    |        |
  9. TOTAL SALARY CHARGED TO GRANT: \$ To be determine
  10. INDIRECT COST (IC) RATE: N/A %
  11. IC CHARGED TO GRANT \$ -0-
  12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %
  13. DATE APPLICATION DUE TO GRANTOR asap
-

|                          |                  |                        |
|--------------------------|------------------|------------------------|
| 14. FINANCIAL:           | <u>REQUESTED</u> | <u>MANDATED</u>        |
| GRANT FUNDS              | _____            |                        |
| CASH MATCH               |                  | _____                  |
|                          |                  | (Attach Documentation) |
| IN-KIND MATCH            | _____            | _____                  |
| TOTAL PROGRAM BUDGET: \$ | _____            |                        |

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
 YES  NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURY OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD: \_\_\_\_\_  
 Signature

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

.....  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Signature

Revised: 9/22/03

Budget Breakdown:

Salaries

**RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT  
OF HEALTH FOR A WIC HEALTH SERVICES GRANT FROM OCTOBER 1, 2019  
TO SEPTEMBER 30, 2020 FOR \$786,887.00**

**WHEREAS**, the County, through its Department of Health and Human Services, wishes to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Services Grant; and

**WHEREAS**, the grant provides for nutrition, education and vouchers redeemable for nutritious food for lactating women, infants and children; and

**WHEREAS**, the amount will be for \$786,887.00 by New Jersey Department of Health for the period October 1, 2019 to September 30, 2020; and

**WHEREAS**, the County's Department of Health and Human Services had reviewed all data supplied or to be supplied in the grant application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is complete, true and correct; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Health, Division of Family Health Services, for the Women, Infant and Children (WIC) Health Services Grant for the period October 1, 2019 to September 30, 2020, for \$786,887.00; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

**BE IT FURTHER RESOLVED** that the Gloucester County Department of Health and Human Services will be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



State of New Jersey  
**DEPARTMENT OF HEALTH**  
 DIVISION OF FAMILY HEALTH SERVICES  
 PO BOX 364  
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY  
 Governor

SHEILA Y. OLIVER  
 Lt. Governor

[www.nj.gov/health](http://www.nj.gov/health)

SHEREEF M. ELNAHAL, MD, MBA  
 Commissioner

May 31, 2019

Ms. Tamarisk Jones  
 Director  
 Gloucester County Health Department  
 204 East Holly Avenue  
 Sewell, NJ 08080

**SUBJECT: Federal Fiscal Year (FFY) 2020 WIC Health Service Grant (HSG)  
 Application Intent to Fund Due: June 30, 2019**

Dear Ms. Jones:

For FFY 2020, NJ WIC Services is recommending that you submit an HSG application for USDA funding as follows:

|   |                  |
|---|------------------|
| FFY 2020 USDA NSA (October 1, 2019 - September 30, 2020)    | \$687,200        |
| FFY 2020 Target USDA Breastfeeding Funding                  | \$74,293         |
| <b>Total FFY 2020 WIC NSA Funding</b>                       | <b>\$761,493</b> |
| <b>Total FFY 2020 Food Funds for Breast Pump Purchases</b>  | <b>\$1,500</b>   |
| <b>Total FFY 2020 Breastfeeding Peer Counseling Funding</b> | <b>\$23,894</b>  |
| <b>Total FFY 2020 HSG Funding</b>                           | <b>\$786,887</b> |

Congress' WIC appropriation for Federal Fiscal Year 2020 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied directly to trends in participation and food dollar expenditures. During the Federal Fiscal Year 2019 NJ WIC continues to lose participation, thus, it is highly likely that further cuts will occur in both food and NSA funding. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2020 HSG application must be planned and written to support a full fiscal year of WIC service delivery with the funds listed above. It is important to note that if you do not adhere with this directive you are still obligated to provide WIC services through September 30, 2020. It is highly recommended prior to planning your FFY 2020 HSG application, that you review the New Jersey Department of Health Grant Terms and Conditions, as well as the revised Attachment C (included with this correspondence) to gain full knowledge of the WIC grant's requirements. Attachment C contains the requirements/conditions unique to the WIC grant that must be adhered to by the sponsor once the grant is approved. We are encouraging you to review these documents to incorporate the costs associated with these obligations in your upcoming application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the grant application. Only those items included in the approved grant are eligible for reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special purchases or projects including, but not limited to, leasing new WIC space, renovations of real property, purchasing large equipment items, and creating/deleting any positions, before incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08 and 5.25.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds may not be comingled, and the allowable costs are different for these two funding sources. Follow Policy and Procedure 5.19, "Breastfeeding Promotion and Support Expenditures," when preparing the budgets for these two grants.

Food funds can only be used to purchase breast pumps and breast pump kits for WIC participants. Only State designated, and pre-approved breast pump manufacturers and breast pump models can be purchased with these funds. Any food funds that are not encumbered by September 30, 2020 must be returned to the State. When you incorporate these funds into your FFY 2020 grant applications and when you report using food funds in your monthly expenditure report you must keep them completely separated from USDA NSA funds.

The HSG application must include the following documents attached to the appropriate section of SAGE:

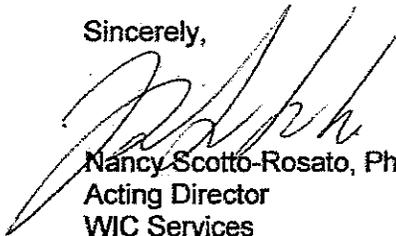
- Valid Tax Clearance Certificate (in Organizational Details)
- Proof of Non Profit (501(C)3) (in Organizational Details)
- Valid NJ Charities Registration; if applicable, (in Organizational Details)
- Annual Independent (A-133) Audit (in Organizational Details)
- Civil Rights Assurance Statement signed by Authorized Official (in Attachments)
- Organizational Chart delineating WIC funded positions, titles and names (in Attachments)
- A Salary and Fringe Worksheet in Excel format (in Attachments)

Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We anticipate that the grant application will be available in SAGE on June 1, 2019 with a submission date no later than June 30, 2019.

If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Nancy Scotto-Rosato, Ph.D.  
Acting Director  
WIC Services

c Kathleen Mahmoud  
Karen Christina

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 6/10/2019

1. TYPE OF GRANT  
 NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 325
  2. GRANT TITLE: WIC
  3. GRANT TERM: FROM: 10/1/19 TO: 9/30/20
  4. COUNTY DEPARTMENT: Health and Human Services
  5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134
  6. NAME OF FUNDING AGENCY: NJDHSS
  7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Department of Health and Human Services-Division of Senior Services request authorization to submit an application in the amount of \$786,887 to provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children(WIC).
  8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):

| NAME                                 | AMOUNT | NAME          | AMOUNT |
|--------------------------------------|--------|---------------|--------|
| <input type="checkbox"/> K.Mahmoud   |        | S. Finkbeiner |        |
| <input type="checkbox"/> A. Wentz    |        | Y. Gates      |        |
| <input type="checkbox"/> J. Benjamin |        | R. Becker     |        |
| <input type="checkbox"/> B.Pizzuto   |        | R. Conway     |        |
| <input type="checkbox"/> A. Welch    |        | S. Chaikin    |        |
  9. TOTAL SALARY CHARGED TO GRANT: \$
  10. INDIRECT COST (IC) RATE:           %
  11. IC CHARGED TO GRANT \$ N/A
  12. FRINGE BENEFIT RATE CHARGED TO GRANT:           %
  13. DATE APPLICATION DUE TO GRANTOR June 30, 2019
-



**BUDGET AMENDMENT FORM**

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 06/10/2019

- 1. GRANT TITLE: WIC
- 2. DEPARTMENT: Health and Human Services
- 3. GRANT ID NUMBER: STATE: FY 2020 HSG Amendment 1WIC  
FEDERAL: \_\_\_\_\_
- 4. FUNDING AGENCY CONTACT PERSON: Nancy Scotto-Rosato, Ph.D
- 5. FUNDING AGENCY PHONE NUMBER: 609/292-9560
- 6. GRANT AMOUNT: 786,887
- 7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. NEW TOTAL: 786,887
- 8. CONTRACT PERIOD: FROM: 10/01/19 TO: 09/30/20
- 9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_  
REIMBURSEMENT: MONTHLY: X  
QUARTERLY: \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_
- 10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO \_\_\_\_\_  
ARE THEY MONTHLY X QUARTERLY \_\_\_\_\_ END OF CONTRACT \_\_\_\_\_  
LIST DATES REPORTS ARE DUE: 10 Day Following calendar quarter  
\_\_\_\_\_

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

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

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Supplementary funding to cover the salary and fringe benefit costs associated with additional hours of existing peer counseling staff.

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

DEPARTMENT HEAD: \_\_\_\_\_  
Signature

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

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/03

|     |                  |         |
|-----|------------------|---------|
| 601 | Salaries         | 549,031 |
| 994 | Fringe           | 226,592 |
| 410 | Office Expense   | 1,792   |
| 432 | Medical Supplies | 7,854   |
| 921 | Meeting/Dues     | 50      |
| 970 | Travel           | 1,568   |

**2019 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

|   |               |
|---|---------------|
| 410 Office Supplies-Cost of actual office supplies per historical cost.<br>Stickers, reminder cards staples,paper,pens, folders and etc                             | 1,792         |
| 450 Medical Supplies-Cost to purchase all medical supplies including but not limited to:<br>Gloves, Band-Aides, Vital, Tubes and Trays. Cost equal to prior year.   | 7,854         |
| 921 Meetings/Membership and Dues<br>Cost of Coordinator membership  | 50            |
| 970 Travel - Estimated Cost of Director to attend out of town meetings and staff members<br>who travel to more than one location in a day. Cost equal to prior year | 1,568         |
| Total   | 11,264        |
| Salaries  | 549,031       |
| Fringe  | 226,592       |
|   | <hr/> 786,887 |

Form C-2

Department Code\_\_\_ G-02-19-325

Submission Date\_\_\_ 6/10/2019

Department Health

Revision Date\_\_\_\_\_

G-1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF THE NEW JERSEY CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFER OF 2019 CLEAN COMMUNITIES GRANT FUNDS OF \$146,629.15**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is eligible for and receives funds through the New Jersey Department of Environmental Protection from the State's Clean Communities Grant Program; and

**WHEREAS**, as in years past, the County desires to transfer to the Gloucester County Improvement Authority (hereinafter "GCIA"), the Clean Communities grant funds that it has received for the year 2019; and to provide that GCIA administer these grant funds consistent with the terms and provisions of the New Jersey "Clean Communities Program Act," N.J.S.A.13:1E-213, et seq. (hereinafter the "Act"), and related statutory and regulatory provisions; and

**WHEREAS**, the grant funds received by the County for 2019 for "Clean Communities" programs and activities total \$146,629.15; and

**WHEREAS**, it is appropriate to authorize the execution of a Shared Services Agreement in accordance with the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., by and between the County, and GCIA, pursuant to which GCIA shall provide services consistent with the requirements of the Clean Communities Grant Program under the Act for and on behalf of the County.

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

1. That the County shall transfer to GCIA the total sum of \$146,629.15, representing the Clean Communities grant funds received by the County from the State of New Jersey for purposes of allowing GCIA to provide Clean Communities activities in the County in accordance with the terms of the Act, and the grant;
2. That the Director be and is hereby authorized to execute and the Clerk be and is hereby authorized to attest to the execution of said Shared Services Agreement with the GCIA, delegating to the GCIA responsibility for the provision of the activities pursuant to the Clean Communities Grant Program, and the Act.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 19, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

G-1

**SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF GLOUCESTER AND THE  
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY  
FOR ADMINISTRATION OF NEW JERSEY CLEAN COMMUNITIES GRANT  
PROGRAM ACTIVITIES FOR THE YEAR 2019**

**THIS UNIFORM SHARED SERVICES AGREEMENT** (“Shared Services Agreement”), dated this \_\_\_\_ day of June, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”) and **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with offices located at 2 South Broad Street, Woodbury, New Jersey, 08096; and

**WHEREAS**, the GCIA is a body politic and corporate of the State of New Jersey, with offices located at 109 Budd Boulevard, West Deptford, New Jersey 08096; and

**WHEREAS**, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the “NJDEP”) in the amount \$131,157.05 (hereinafter the “Grant”) under and pursuant to the Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. (hereinafter the “Act”); and

**WHEREAS**, the County is required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the “Activities”); and

**WHEREAS**, the GCIA maintains and operates an Office of Recycling which employs qualified personnel capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

**WHEREAS**, the GCIA is therefore able, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

**WHEREAS**, the GCIA has provided such Activities for and on behalf of the County under prior agreements; and

**WHEREAS**, the County desires to delegate to GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

**WHEREAS**, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide the Activities for and in the County for the year 2019 consistent with the terms and provisions of the Grant, the Act, and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Shared Services Act”); and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including counties and authorities such as the GCI to enter agreements for the provisions of Shared Services.

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

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT AND SERVICES.**

(a) The GCI shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2019. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCI warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCI further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

**B. PAYMENT FROM COUNTY TO GCI; NO PAYMENT FROM GCI TO COUNTY.**

The parties agree that the entire payment from the County to the GCI shall consist of a transfer from the County to the GCI of grant funds in the amount of \$146,629.15, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer any funds to the GCI other than the transfer of the funds of the Grant received by the County from the NJDEP for 2019. The parties further agree that neither the County, nor the GCI, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2019, or at such time as the Grant funds for 2019 have been exhausted, whichever is later. To the extent that additional reporting or administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2019 after this Shared Services Agreement has concluded, the

GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

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

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2019. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the GCIA 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 the GCIA and/or any of its agents, servants, employees, or contractors in connection with the performance of the services which are the subject of this Shared Services Agreement.

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

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

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

**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, the GCIA, 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 GCIA 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.
  10. **Notices.** Notices required by the Shared Services Agreement 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 notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.
-

11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.
12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

**G. SHARED SERVICES AGREEMENT PARTS.** This Shared Services Agreement consists of this Agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should there occur a conflict between this Shared Services Agreement, and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

**H. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of June 19, 2019, which date shall be considered the commencement date of this Shared Services Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**PAUL W. LENKOWSKI,  
SECRETARY/TREASURER**

\_\_\_\_\_  
**CHARLES FENTRESS, CHAIRMAN**

**BUDGET AMENDMENT FORM**

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 6/6/2019

1. GRANT TITLE: Clean Communities
  2. DEPARTMENT: Parks and Recreation
  3. GRANT ID NUMBER: STATE: \_\_\_\_\_  
FEDERAL: \_\_\_\_\_
  4. FUNDING AGENCY CONTACT PERSON: \_\_\_\_\_
  5. FUNDING AGENCY PHONE NUMBER: 609-984-7744
  6. GRANT AMOUNT \$146,629.15
  7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
  - B. IN-KIND MATCH: \_\_\_\_\_
  - C. MODIFICATION AMOUNT: \_\_\_\_\_
  - D. NEW TOTAL: \_\_\_\_\_
  8. CONTRACT PERIOD: FROM: June 2019 TO: June 2020
  9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: 100%  
REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY: \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_
  10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_\_\_ NO x  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY \_\_\_\_\_ END OF CONTRACT \_\_\_\_\_  
LIST DATES REPORTS ARE DUE: \_\_\_\_\_
-

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: Insertion into the 2019 Gloucester County Budget the amount of \$146,629.15 from the State of NJ DEP for Clean Communities Grant that is utilized to help keep Gloucester County Clean

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

DEPARTMENT HEAD: [Signature]  
Signature

DATE: 6/10/19

**Departmental Use Only**

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/05

*Grant Title*  
**C-2 Line Item/Budget Narrative**

**Grant Award**      \$ 146,629.15

|                   |                  |                               |                     |
|-------------------|------------------|-------------------------------|---------------------|
| <b>Acct#- 299</b> | <b>Line Item</b> | <b>Other Outside Services</b> | <b>\$146,629.15</b> |
|-------------------|------------------|-------------------------------|---------------------|

Description: Administration of Clean Communities Grant

**Total:      \$146,629.15**

**Form C-2**