

AGENDA

6:00 p.m. Wednesday, July 10, 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 19, 2019.

PROCLAMATIONS

P-1 Proclamation in Recognition of Thomas Gilbert for achieving Rank of Eagle Scout with the Boy Scouts of America, Troop 81. **To be presented by Freeholder Jefferson**

P-2 Proclamation recognizing the Glassboro Bulldogs Baseball team for their winning season. **To be presented by Freeholder Simmons**

P-3 Proclamation recognizing Janice Bruni over 40 years of service in education 1978-2019. Previously presented by Freeholder Simmons

P-4 Proclamation recognizing Emma Josephine "Dutch" Stalter Cornish Centurion Alumna of Paulsboro High School, graduating class of 1937. Previously presented by Freeholder Simmons.

PUBLIC HEARING

RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM SEPARATION AND RECOVERY SYSTEMS OPERATING COMPANY, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 328.13, P/O LOT 1.20, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY.

This resolution is authorize a public hearing and to amend the Solid Waste Management Plan to include the SRS facility into the Gloucester County Solid Waste Management Plan. Separation and Recovery Systems Operating Company LLC will own and operate the equipment used in the recycling operation. The proposed facility will separate and recycle approximately 200 tons /day of petroleum contaminated water and solids. After the recycling process is completed, the resulting wastewater will be discharged into the GCUA treatment plant on the same property for processing. The wastewater will meet the permit requirements for discharge into the treatment plant. The recycled petroleum products will be transported to a petroleum re-refining facility.

PUBLIC HEARING

RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN IN CONNECTION WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY'S REQUEST TO INCLUDE A 10-YEAR CONTRACT FOR RESOURCE RECOVERY FACILITY SERVICES.

The GCIA has previously awarded 10-year Resource Recovery Facility (RRF) service contracts in 1999 and 2009 to process its municipal solid waste and certain other waste types. The current RRF contract will expire on December 31, 2019, and the GCIA desires to enter into a new 10-year RRF contract in advance of the expiration date to ensure that the County continues to benefit from the RRF services without interruption. The Solid Waste Advisory Council (SWAC) considered Solid Waste Management Plan for Plan consistency and recommended approving the 10-Year RRF services contract and Solid Waste Management Plan amendment. The GCIA is requesting that the Gloucester County Solid Waste Management Plan be amended to authorize the GCIA to include a 10 year contract with Wheelabrator, LLP for Resource Recovery Facility Services.

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 AUTHORIZING THE 2019 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$65,689.00.**

This Resolution will authorize execution of the 2019 annual salary agreement that outlines what the County shall provide for Rutgers University, and what Rutgers shall provide for the County in terms of salary and programs from January 1, 2019 to December 31, 2019, in an amount not to exceed \$65,689.00. This is an annual agreement that has supported the work of the Cooperative Extension in the County since 1918, in providing educational programs in the areas of 4H Youth Development, natural resource management and other related matters, pursuant to the Smith-Lever Act and NJ enabling legislation.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- **Victims of Crime Act (VOCA) - \$425,169.00.** These funds will be used to partially fund the salaries of employees working in the GC Prosecutor's Office Victim/Witness Unit. It also fully funds two employees within the Unit as well as providing supplies and training. The Unit provides services mandated by the NJ Crime Victims Bill of Rights under NJSA 52:4B-36 for victims of violent crimes in Gloucester County.
- **FY 2018 Emergency Management Agency Assistance Grant - \$55,000.00.** These funds will provide assistance to the GC Office of Emergency Management in enhancing and sustaining their all-hazards emergency management capabilities. The Deputy Emergency Management Coordinators develop plans and manage projects to conduct and receive training for a better understanding of hazard awareness. This amount goes entirely towards the salary for the work of Dennis McNulty.
- **Peer Grouping - \$13,584.00.** This grant provides care management and supportive services such as personal care/homemaker assistance and adult medical day care to Gloucester County elderly suffering from dementia related illnesses to forestall nursing home placement.

A-3 RESOLUTION AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY.

This Resolution will authorize the execution of a Master Service Agreement between the County and the Judiciary, Administrative Office of the Courts, for Vicinage 15 (Cumberland/ Gloucester/Salem) for the provision of data wiring services by the County to the State, from May 23, 2019 to June 30, 2021. The County shall be reimbursed for associated costs.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES****FREEHOLDER DIMARCO
FREEHOLDER LAVENDER****B-1 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY, DRUNK DRIVING ENFORCEMENT FUND FROM JULY 1, 2019 TO JUNE 30, 2020 FOR \$20,000.00.**

This Resolution will authorize the County Prosecutor's Office to apply for a grant in the amount of \$20,000.00 with the NJ Division of Highway Traffic Safety, Drunk Driving Enforcement Fund. These grant funds are generated by surcharges collected as a result of drunk driving convictions in municipal police departments. A portion of the funds are given to the County Agency (Prosecutor's Office) to use in combating drunk driving. The requested grant funds will be utilized, among other things, to purchase software updates to Crash Investigation Programs, the Crash Data Retrieval (black box) used in the reconstruction of drunken driving crashes, portable variable message boards for use in DWI checkpoints and saturation patrol mobilizations, etc.

B-2 RESOLUTION AUTHORIZING AN APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE FEMA FY2019 PORT SECURITY GRANT PROGRAM FOR \$16,000.00

This Resolution authorizes an application to the Federal Emergency Management Agency through the Department of Homeland Security for the FEMA FY2019 Port Security Grant Program in a total amount of \$16,000.00. The funding will be used to purchase a tactical robot for SWAT. This robotic platform will be the first of its kind in Gloucester County and will be instrumental to SWAT operators responding to critical events at the Port of Paulsboro and surrounding areas.

B-3 RESOLUTION ACCEPTING FUNDS REGARDING THE VICTIMS OF CRIME ACT GRANT FOR \$425,169.00.

This Resolution authorizes acceptance of the Victims of Crime Act ("VOCA") Grant VOCA 08-17 for \$425,169.00, with an in-kind match of \$122,937.00 for a total amount of \$548,106.00, which will provide funds to partially pay the salaries for employees of the County Prosecutor's Office Victim/Witness Unit, along with training and equipment needed within that Unit/office. This Unit provides services for victims of violent crime in Gloucester County as mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36.

B-4 RESOLUTION AUTHORIZING A CONTRACT WITH DUALL BUILDING RESTORATION, INC., FOR \$34,855.00.

This Resolution awards a contract with Duall Building Restoration, Inc. for power washing of County buildings as per bid specifications PD-19-034 for a total amount of \$34,855.00, for a period starting after "Notice to Proceed" allowing "reasonable amount of time for completion". C.A.F. #19-05816 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION APPROVING THE PY 2019 ANNUAL ACTION PLAN.

The Department of Public Works, Planning Division's Office of Housing and Community Development is seeking Freeholder approval of the upcoming PY 2019-2020 Annual Action Plan Update to assist low and moderate income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities and community development opportunities within the County. Program Year begins September 1, 2019 with an allocation of \$1,347,415.00 in Urban County CDBG Entitlement funds, which is inclusive of Washington Township Entitlement CDBG Funds, and \$573,217.00 in HOME Investment Partnership program funds. In accordance with the County's citizen participation plan, as of June 10, 2019, the Annual Action Plan has been on display for public review and comment for a 30-day period at the Government Services Complex in Clayton and on the County's website at <http://www.gloucestercountynj.gov/depts/p/pw/planning/hcdev/fhcp.asp>.

C-2 RESOLUTION AUTHORIZING EXECUTION OF REVISED FUNDING AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION.

This Resolution authorizes execution of a revised Funding Agreement between the County and the NJ Department of Transportation. The Agreement has been modified to clarify certain terms and conditions pertaining to the design of the Rowan University Route 322 Campus Downtown Intersection Project (Engineering Project #18-16SA), with the amount of funds allocated to the County remaining at an amount up to and including \$1,000,000.00.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH JPC GROUP, INC. FOR \$648,200.00.

This Resolution authorizes a contract between the County and JPC Group, Inc. for the 2018-2019 Gloucester County Pipe Lining and Pipe Cleaning project at various locations, known as Engineering Project #18-26 (re-bid-2), commencing July 1, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9). CAF #19-05755 was obtained to certify funds.

C-4 RESOLUTION AUTHORIZING CHANGE ORDER (DECREASE) #02 WITH ALIANO BROTHERS GENERAL CONTRACTORS.

This Resolution will authorize Change Order #02 to decrease the contract with Aliano Brothers General Contractors, Inc. by \$19,906.00, for Redbank Battlefield concrete step replacement, known as Engineering Project #16-15. This decrease is necessary for removal of supplemental item for concrete foundations, resulting in a new total contract amount of \$221,650.00.

C-5 RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #03 WITH JPC GROUP, INC.

This Resolution will authorize Change Order #03 to increase the contract with JPC Group, Inc. by \$39,540.00, for local bridge rehabilitation at seven (7) locations throughout Gloucester County, known as Engineering Project #16-06. This increase is necessary for various increases, decreases and supplemental items based on field conditions and for concrete foundations, resulting in a new total contract amount of \$2,491,369.46.

**DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING A PURCHASE FROM ARAMSCO, INC., FOR \$37,560.00.

Resolution authorizing the purchase of CBRN Canisters for Millennium/Ultra Elite Mask from Aramsco, Inc. for \$37,560.00, through State Contract # 17-FLEET-00727. C.A.F. #19-05540 has been obtained to certify funds.

D-2 RESOLUTION AUTHORIZING A PURCHASE FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ERSI), FOR \$22,782.00.

Resolution authorizing the purchase of ArcGIS Enterprise Standard (Windows) an upgrade from ArcGIS GIS Server Basic and the ArcGIS Enterprise Jumpstart Package with three (3) days of on-site installation and configuration support, from Environmental Systems Research Institute, Inc. (ERSI) for \$22,782.00, through State Contract # 17-COMP-00098. C.A.F. #19-05525 has been obtained to certify funds.

D-3 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLYMOTION, FOR \$22,214.00.

Resolution authorizing purchase of one (1) DJI Matrice 200 V2 professional quadcopter and one (1) accessory kit. The Purchasing Department sent out a bid request PD-019-031 and it is recommended that the contract be awarded to FlyMotion. C.A.F. #19-05584 has been obtained to certify funds.

D-4 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, FOR \$60,283.48.

Resolution authorizing the purchase of six (6) EMS Stryker Performance-Pro XT Ambulance Stretchers, model 6086-000-000 and one (1) Stryker EMS MX-PRO Bariatric Transport Ambulance Stretcher, model 6083-000-000. The Purchasing Department sent out a bid request PD-019-032 and it is recommended that the contract be awarded to Common Cents EMS Supply, LLC. C.A.F. #19-05490 has been obtained to certify funds.

D-5 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AND AFFILIATION AGREEMENT WITH MD1.

Resolution authorizing a Memorandum of Understanding and Affiliation Agreement with MD1 to provide for MD1 emergency services to assist with calls requiring advanced life support through the County emergency services area. The County of Gloucester, through the Department of Emergency Response, has the authority and responsibility to provide emergency services within the County for twenty- one (21) municipalities. MD1 deploys highly specialized emergency trained physician response units to the sites of accidents, natural disasters, entrapments, and other emergencies requiring advanced life support.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES FROM JULY 1, 2019 TO JUNE 30, 2020.

This Resolution authorizes the County to enter into a Grant agreement with the New Jersey Department of Health to receive fees for the inspection of tanning facilities in Gloucester County pursuant to the Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project. These inspections are required by State law and funded by the State through the Grant. By this agreement, the County will receive fees in an amount not to exceed \$200.00 for inspection of each registered tanning facility with up to 10 sunlamp products, plus \$10.00 for each additional sunlamp product at the facility. The term of the Grant agreement is from July 1, 2019 to June 30, 2020.

F-2 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY JUVENILE JUSTICE COMMISSION FOR 2020 INNOVATIONS GRANT FUNDING OF \$120,000.00.

This Resolution authorizes an application to the New Jersey Juvenile Justice Commission for Innovations Grant Funds through Juvenile Detention Alternative Initiative Juvenile System Improvement & Youth Services Commission's 2020 Innovations Funding, in a total amount of \$120,000.00 from January 1, 2020 to December 31, 2020. The funding will provide detention alternative services for family court-involved youth as well as the administration of these programs and services.

F-3 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE RURAL TRANSPORTATION ASSISTANCE GRANT IN THE AMOUNT OF \$122,979.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

The County Department of Health & Human Services, Division of Transportation Services seeks to apply to the NJ Transit Corporation for the Rural Transportation Assistance Grant (RTAG) under the Federal Transit Act in the amount of \$122,979.00, with \$61,489.50 in state matching funds, and \$61,489.50 in County matching funds for a total program amount of \$245,958.00, for the grant period from January 1, 2020 to December 31, 2020. The grant will provide transportation for rural residents that includes demand response transportation for their non-emergency medical appointments and a rural shopping bus to various shopping facilities. This grant application may be submitted along with the application for the Senior Citizen And Disabled Residents Transportation Assistance Program (SCDRTAP) which was authorized by Resolution for submission on June 5, 2019.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

July 10, 2019

Page 5

Old Business

New Business

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

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, June 19, 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 June 5, 2019.

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

Comments: N/A

PROCLAMATIONS

No proclamations were presented

**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		X			
Freeholder Barnes			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		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender						X
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

51914 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		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender						X
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51915 RESOLUTION APPROVING APPOINTMENTS TO THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES.

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

Comments: N/A

51916 RESOLUTION REAPPOINTING TWO MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.

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

Comments: N/A

51917 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF JUNE 2019, AS AMENDED.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender						X
Freeholder Simmons		X	X		19-03610	
Director Damminger			X			

Comments: N/A

51918 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.

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

Comments: N/A

51919 RESOLUTION ESTABLISHING AN ENERGY AGGREGATION PROGRAM PURSUANT TO N.J.S.A. 48:3-93.1 ET SEQ.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			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**

51920 RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH COMMERCIAL INTERIORS DIRECT, INC. THROUGH STATE CONTRACT.

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

Comments: N/A

51921 RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC. FOR \$29,778.90.

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

Comments: N/A

51922 RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS HARDSCAPING, LLC FOR \$18,600.00.

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

Comments: N/A

51923 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.

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

Comments: N/A

51924 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.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51925 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.

	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

51926 RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #01-FINAL WITH SOUTH STATE, INC.

	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

51927 RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #01-FINAL WITH SOUTH STATE, INC.

	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

51928 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH MASER CONSULTING, P.A. FOR \$139,915.47.

	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

51929 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR \$47,769.91.

	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

51930 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.

	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 PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

51931 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.

	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**

51932 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.

	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

51933 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.

	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

51934 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.

	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**

51935 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.

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

Comments: N/A

Time: 6:13

Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of **Thomas R. Gilbert, Jr.** Achieving Rank of Eagle Scout Boy Scouts of America, Troop 81

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Thomas R. Gilbert, Jr. on his achievements as a member of the Boy Scouts of America, Troop 81; and

WHEREAS, Thomas began his scouting career as a Webelos 1 from Cub Scout 81 in Washington Township and Tom earned the Arrow of Light, the highest rank and award in Cub Scouts. Tom continued in Boy Scout Troop 81, leading up to his earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Thomas has exhibited exceptional leadership throughout his Boy Scout career, serving two terms in position of Patrol Leader. Attending the National Youth Leadership Training where he was taught leadership, communication and team development that was instrumental in his two terms as Patrol Leader. Thomas also is a member of the Order of the Arrow, Scouting's National Honor Society, as an Ordeal member; and

WHEREAS, Lenape Lodge 8 recently selected Thomas for the Vigil Honor, the highest honor that the Order of the Arrow can bestow upon its members for service to lodge, council and scouting. He currently serves as the Old Colony District Venturing President and the Lenape Lodge 8 Vice Chief of Administration; and

WHEREAS, Thomas exhibited his commitment to public service by choosing as his Eagle Scout project the construction and installation of a seating area at the Gloucester County Police Academy. He led a team of volunteers in the planning and construction of a paved area where a bench stands adorned on each side with stone columns. The bench is inscribed with the Police Academy motto, "Education, Knowledge, and Training".

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Thomas R. Gilbert, Jr. for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 81, and for achieving the esteemed rank of Eagle Scout.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of July, 2019.

Robert M. Damming
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns
Clerk of the Board

**HONORING
THE GLASSBORO HIGH SCHOOL BULLDOGS BASEBALL TEAM
FOR WINNING THE
GROUP I SOUTH SECTIONAL CHAMPIONSHIP 2019**

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Glassboro High School Bulldogs baseball team for its outstanding performance during the 2019 season, culminating in winning the Group I South Sectional Championship for the first time since 1970; and

WHEREAS, the Glassboro High School Bulldogs baseball team had an amazing season with the most wins by a Glassboro High School baseball team in school history, finishing with a record of 23-6. They were the winners of the Collingswood Bob Roseboro Tournament, the Pitman Joe Lang Tournament, the Tri-County Conference Diamond Division Champs and the Group 1 South Sectional Champs; and

WHEREAS, the varsity roster of the Glassboro High School Bulldogs baseball team includes Zach Gorman, Daniel Ball, Noah Putney, Michael McMahon, Nicholas Newell, Colin Bridges, Santino Mancini, William McMahon, Andrew Tongue, Chase Taylor, Coty McArthur, Anthony Saicic, Brandon Willoughby, Matthew Ricciardi, John Wallace, Aidan Warlow, Justin Tongue, Justin Bilinski and Joseph Heggan; and

WHEREAS, under the capable guidance of head coach Dan Brown, assistant coaches Mark Bridges, Gene Reid and Nick Brown, team captain Santino Mancini, managers and statisticians Jodi Stetsor and Alex Ibarra and athletic trainer Dannie Williams, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby honor and congratulate the Glassboro High School Bulldogs Baseball Team for winning the Group I South Sectional Championship and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of July, 2019

*Robert M. Damminger
Freeholder Director*

*Frank J. DiMarco
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*James B. Jefferson
Freeholder*

*James J. Lavender, Ed.D.
Freeholder*

*Heather Simmons
Freeholder*

ATTEST: _____
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
JANICE BRUNI
OVER 40 YEARS OF SERVICE IN EDUCATION
1978-2019

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Janice Bruni for over forty years of service in education; and

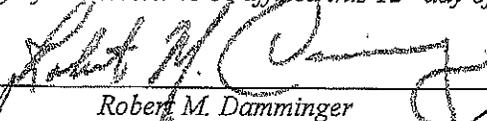
WHEREAS, Janice Bruni was born and raised in Pennsauken, NJ to parents Ed and Caroline Bruni with four siblings, John, Rose Marie, Carolyn and Edward. She attended St. Cecilia parochial school in Camden and went to high school at Camden Catholic, graduating in 1973. She went on to attend Mount St. Mary College and transferred to Glassboro State College, now Rowan University, graduating with a degree in Early Childhood Education in 1977; and

WHEREAS, Janice Bruni continued studying towards her Master's Degree in Administration at Grand Canyon University, and began teaching first grade in 1978 at St. Anthony of Padua in Camden. In 1990 Janice taught advanced math at St. Katherine of Sienna School in Clayton, NJ and became Principal. She remained Principal after the merger of St. Bridget's Regional School in Glassboro and St. Katherine of Sienna School, and has served there since; and

WHEREAS, Janice Bruni has been a true role model as an educator in the parochial school system. She has put her heart and soul into the education of each child she has taught and knows no greater reward than her calling to be an educator. Janice Bruni has touched the hearts and minds of many students and teachers and will be sorely missed by all.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Janice Bruni for over 40 Years of Service in Education.

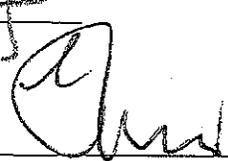
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of June, 2019.



 Robert M. Damminger
 Freeholder Director



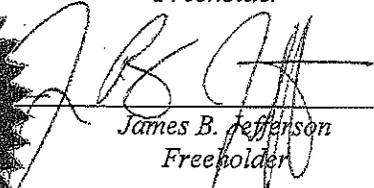
 Frank J. DiMarco
 Freeholder Deputy Director



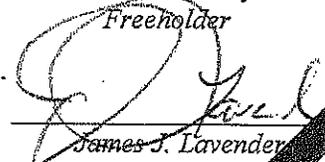
 Lyman Barnes
 Freeholder



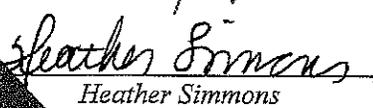
 Daniel Christy
 Freeholder



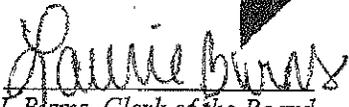
 James B. Jefferson
 Freeholder

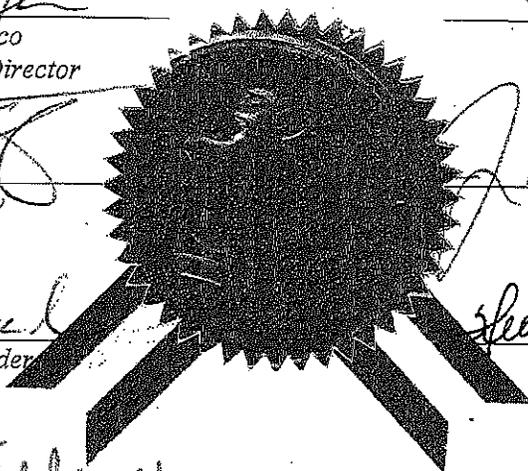


 James J. Lavender
 Freeholder



 Heather Simmons
 Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
EMMA JOSEPHINE "DUTCH" STALTER CORNISH
CENTURION ALUMNA OF PAULSBORO HIGH SCHOOL
GRADUATING CLASS OF 1937

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Emma Josephine "Dutch" Stalter Cornish as a centurion alumna of Paulsboro High School at the Golden Anniversary Dinner being held on June 23rd, 2019; and

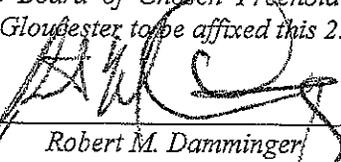
WHEREAS, Emma Josephine Stalter was born on Thursday, January 16, 1919 in Verga, NJ as the fourth child of Joseph Stalter, a hardwood floor refinisher and Emma Stalter, a nurse. At a young age, she acquired the nickname, "Dutch" and in second grade at Verga School, befriended Evie Ashton Davidson, whom she remained close friends with until Evie's passing in 2007; and

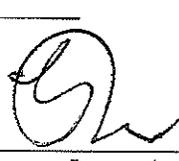
WHEREAS, after graduating from Paulsboro High School in 1937, Dutch worked at the New York Shipbuilding Corporation in Camden as a secretary and then a tackier during World War II. In the early 1950's, she moved to Avalon, NJ where she met and married George Cornish. Together they built and operated the Driftwood Marina in Avalon, eventually selling the business and moving to the Florida Keys; and

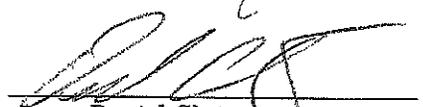
WHEREAS, Dutch loved to dance, ride her horse, Dolly and to go to the gym every day. She now enjoys the casinos, playing dominoes and playing cards. Her dedication to attending the Paulsboro High School Golden Anniversary dinner each year has been unmatched, and her popularity as the Graduating Class of 1937 Centurion resounds throughout the Paulsboro High School Alumni.

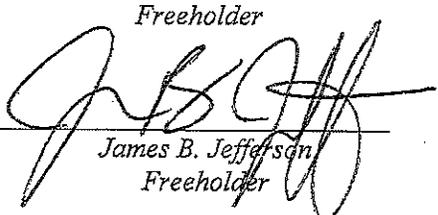
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Emma Josephine "Dutch" Stalter Cornish as the Centurion Alumna of Paulsboro High School Class of 1937.

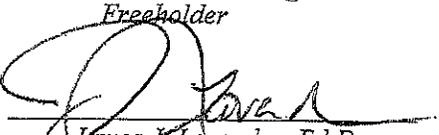
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of June, 2019.

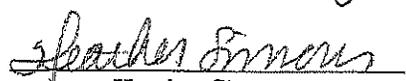

Robert M. Damminger
Freeholder Director

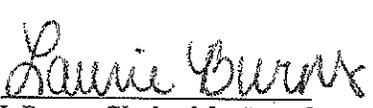

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM SEPARATION AND RECOVERY SYSTEMS OPERATING COMPANY, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 328.13, P/O LOT 1.20, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester ("County") adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan ("Plan") pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1.1 et seq., and has subsequently adopted modifications and amendments thereto; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has created a Solid Waste Advisory Council (the "SWAC") pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Gloucester County Solid Waste Management Plan; and

WHEREAS, in a public hearing on June 6, 2019 the SWAC heard an application by Separation and Recovery Systems Operating Company, LLC ("SRS") with offices at 62 Grove Street, West Deptford Township, New Jersey 08086, (Block 328.13, P/O Lot 1.20) to amend the Plan to include the SRS facility into the Gloucester County Solid Waste Management Plan. William F. Harrison, Esq., of Genova Burns, retained by the Applicant, presented an overview of the project with sworn testimony from the applicant; and

WHEREAS, Separation and Recovery Systems Operating Company LLC will own and operate the equipment used in the recycling operation. The proposed facility will separate and recycle approximately 200 tons/day of petroleum contaminated water and solids. After the recycling process is completed, the resulting wastewater will be discharged into the GCUA treatment plant on the same property for processing. The wastewater will meet the permit requirements for discharge into the treatment plant. The recycled petroleum products will be transported to a petroleum re-refining facility; and

WHEREAS, the proposed recycling facility is located at 2 Paradise Road West Deptford Township, Gloucester County NJ, Tax lot 120, plate 26, block 328.13 within an industrial park inside a gated county wastewater treatment plant. The facility will generate 8 to 12 additional truck traffic in the area. The main intersection is Crown Point Road and Paradise Road which is .7 miles from exit 19 off interstate 295. The truck route will be from exit 19 on Interstate 295 to Mantua Grove Road which turns into Paradise Road at the intersection of Crown Point Road. The trucks would enter the facility from Paradise Road. The return route would leave to onto Paradise road / Mantua Grove Road and head south returning to Interstate 295 off Mantua Grove Road. The facility will operate 24 hours per day, 7 days per week but will only accept trucks during business hours from 7:00 am to 7:00 pm Monday through Friday; and

WHEREAS, no one attended the public hearing and made comments regarding the application; and

WHEREAS, West Deptford Township provided a letter of support and resolution for the plan amendment; and

WHEREAS, the SWAC considered the evaluation criteria set forth in the Procedures and Guidelines for SWMP Inclusion of Recycling Facilities and N.J.A.C. 7:26A-3.2(a)-(j); and

WHEREAS, at the conclusion of the hearing on June 6, 2019, the SWAC voted without dissent to recommend approval of CCS's application for a Plan amendment; and

WHEREAS, SWAC endorsed the Plan Amendment Application and recommends that the Board amend the Plan for its inclusion; and

WHEREAS, notice was given to the public in both English and Spanish with two publications in the general circulation media in accordance with N.J.A.C. 7:26-6.10; applications

were posted on the GCIA's website; notice to West Deptford Township Clerk; public notice postings at area supermarkets, post offices; and notice to the West Deptford Environmental Commission; and

WHEREAS, a public hearing was held on July 8, 2019, at the County Building at Budd Boulevard, West Deptford, NJ, 08096; and

WHEREAS, a second public hearing was held on July 10, 2019 and members of the public spoke at the public hearing and comments in writing were submitted prior to the July 10, 2019 hearing.

NOW, THEREFORE, BE IT RESOLVED the Board of Chosen Freeholders of the County hereby amends the Gloucester County Solid Waste Management Plan for their inclusion; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the appropriate County offices and the New Jersey Department of Environmental Protection.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey on July 10, 2019, at Woodbury, New Jersey.

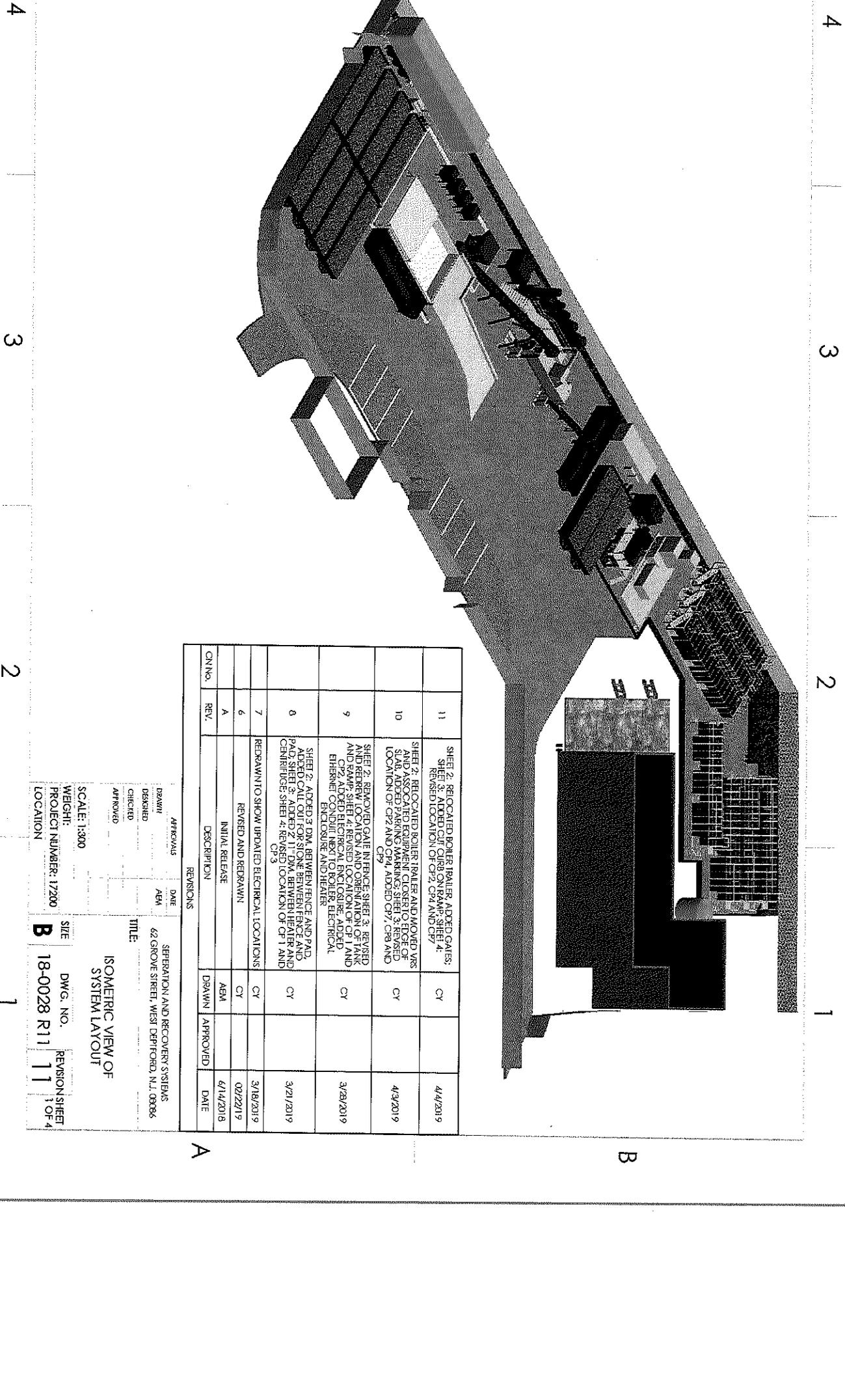


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board



CON NO.	REV.	DESCRIPTION	DRAWN	APPROVED	DATE
11		SHEET 2: RELOCATED BOILER TRAILER, ADDED GATES; SHEET 3: ADDED CUT CURB ON RAMP; SHEET 4: REVISED LOCATION OF CP2, CP4 AND CP7	CY		4/4/2019
10		SHEET 2: RELOCATED BOILER TRAILER AND MOVED VRS AND ASSOCIATED EQUIPMENT, CLOSED TO EDGE OF SLAB, ADDED PARKING MARKINGS; SHEET 3: REVISED LOCATION OF CP2 AND CP4, ADDED CP7, CP8 AND CP9	CY		4/3/2019
9		SHEET 2: REMOVED GATE IN FENCE; SHEET 3: REVISED AND REMOVED LOCATION AND ORIENTATION OF TANK AND CP2 AND SHEET 4: REVISED LOCATION OF CP1 AND CP2 AND SHEET 5: REVISED LOCATION OF CP1 AND EBERHET CONDUIT NEXT TO BOILER ELECTRICAL ENCLOSURE AND HEATER	CY		3/29/2019
8		SHEET 2: ADDED 3" DIA. BETWEEN FENCE AND PAD, ADDED CALL OUT FOR SINK BETWEEN FENCE AND PAD; SHEET 3: ADDED 2" DIA. BETWEEN TRAILER AND CENTERLINE; SHEET 4: REVISED LOCATION OF CP1 AND CP3	CY		3/21/2019
7		REDRAWN TO SHOW UPDATED ELECTRICAL LOCATIONS	CY		3/18/2019
6		REVISED AND REDRAWN	CY		02/22/19
5		INITIAL RELEASE	AEA		6/14/2018
4					
3					
2					
1					

APPROVALS
 DRAWN: AEA
 DESIGNED: AEA
 CHECKED: AEA
 APPROVED: AEA

DATE: AEA
 TITLE: SEPARATION AND RECOVERY SYSTEMS
 62 GROVE STREET, WEST DEPTFORD, N.J. 08086

SCALE: 1:300
 WEIGHT: PROJECT NUMBER: 17200
 LOCATION:

SIZE: DWG. NO. REVISION SHEET
B 18-0028 R11 11 1 OF 4

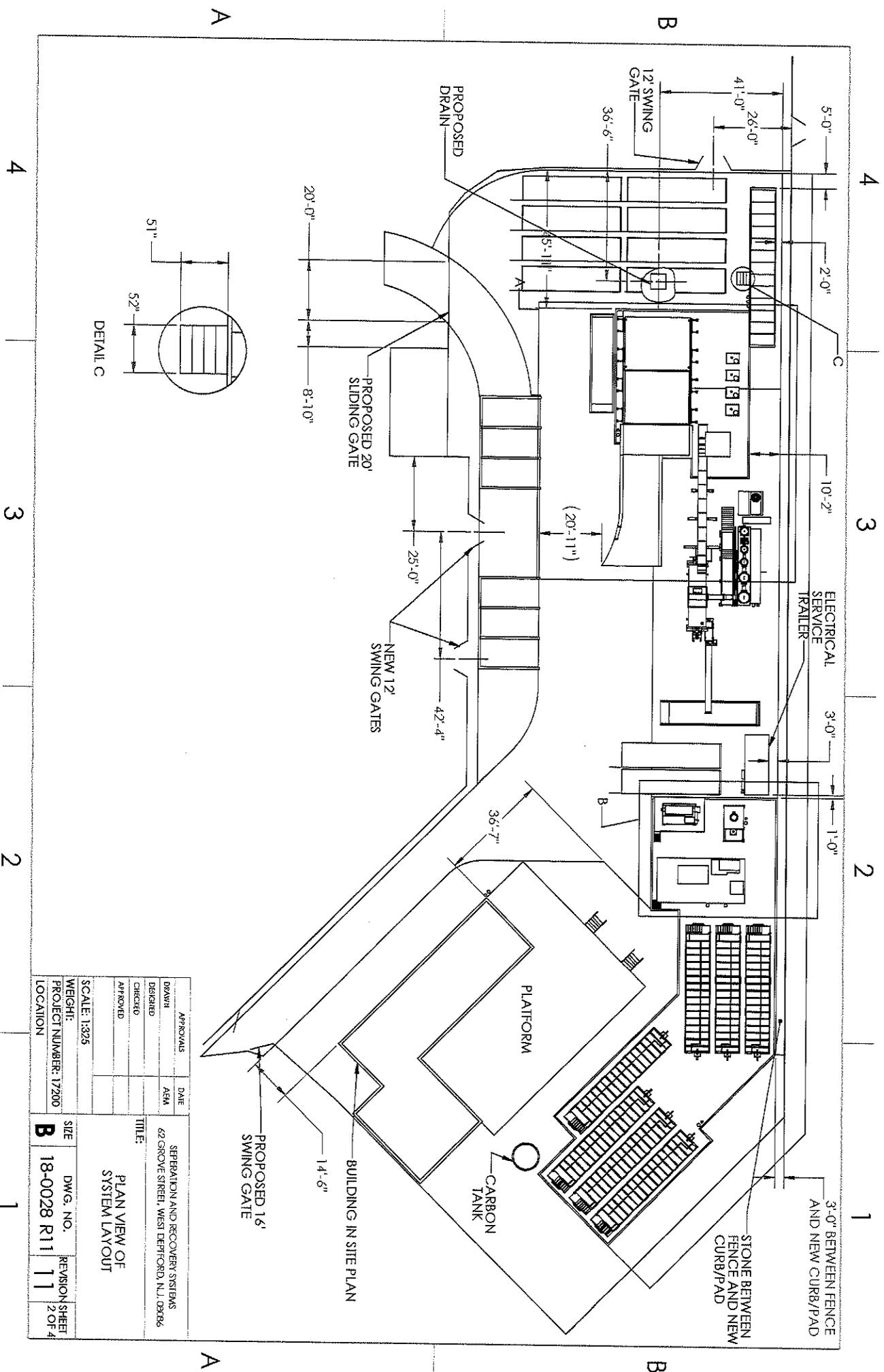
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APPROVALS	DATE	AREA
DESIGNED		
CHECKED		
APPROVED		

TITLE:	
SEPARATION AND RECOVERY SYSTEMS	
62 GROVE STREET, WEST DEPTFORD, N.J. 08086	
SCALE: 1/325	
WEIGHT:	
PROJECT NUMBER:	17200
LOCATION:	

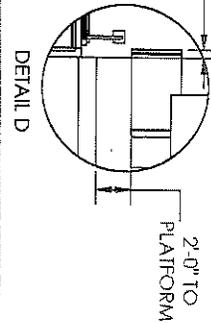
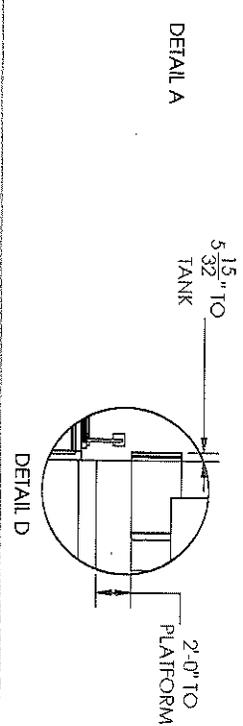
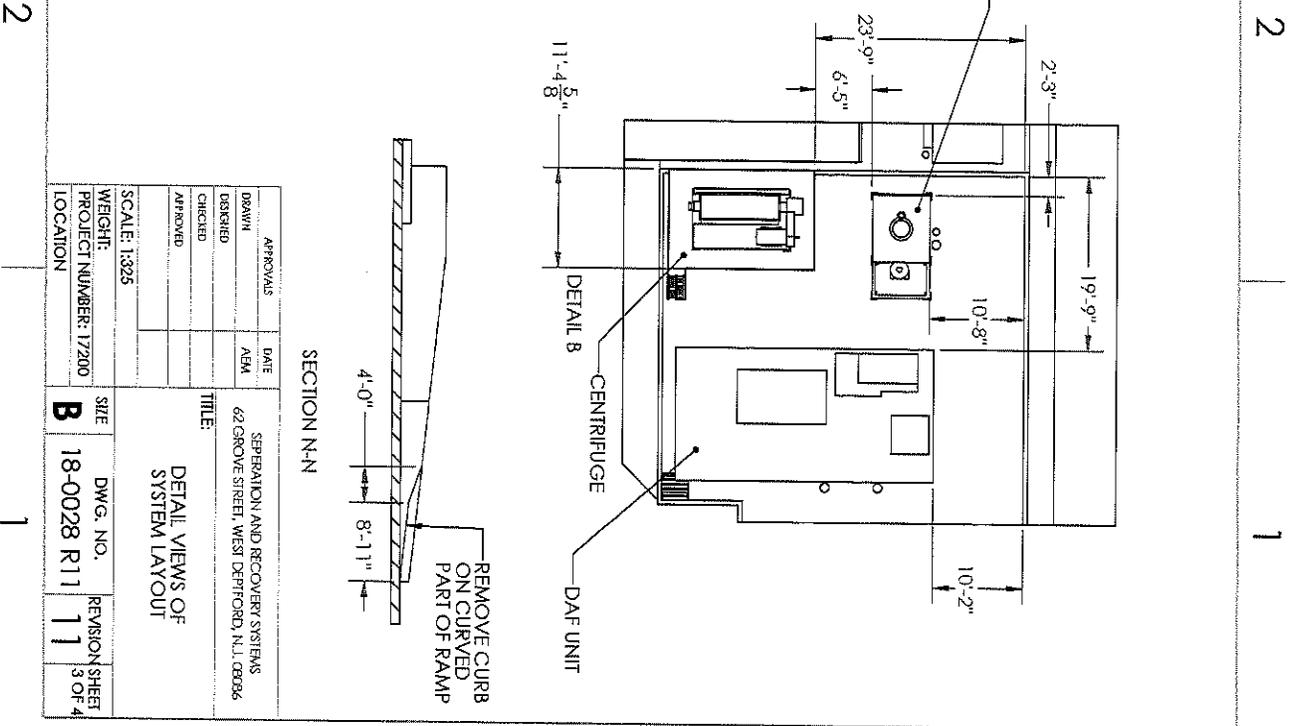
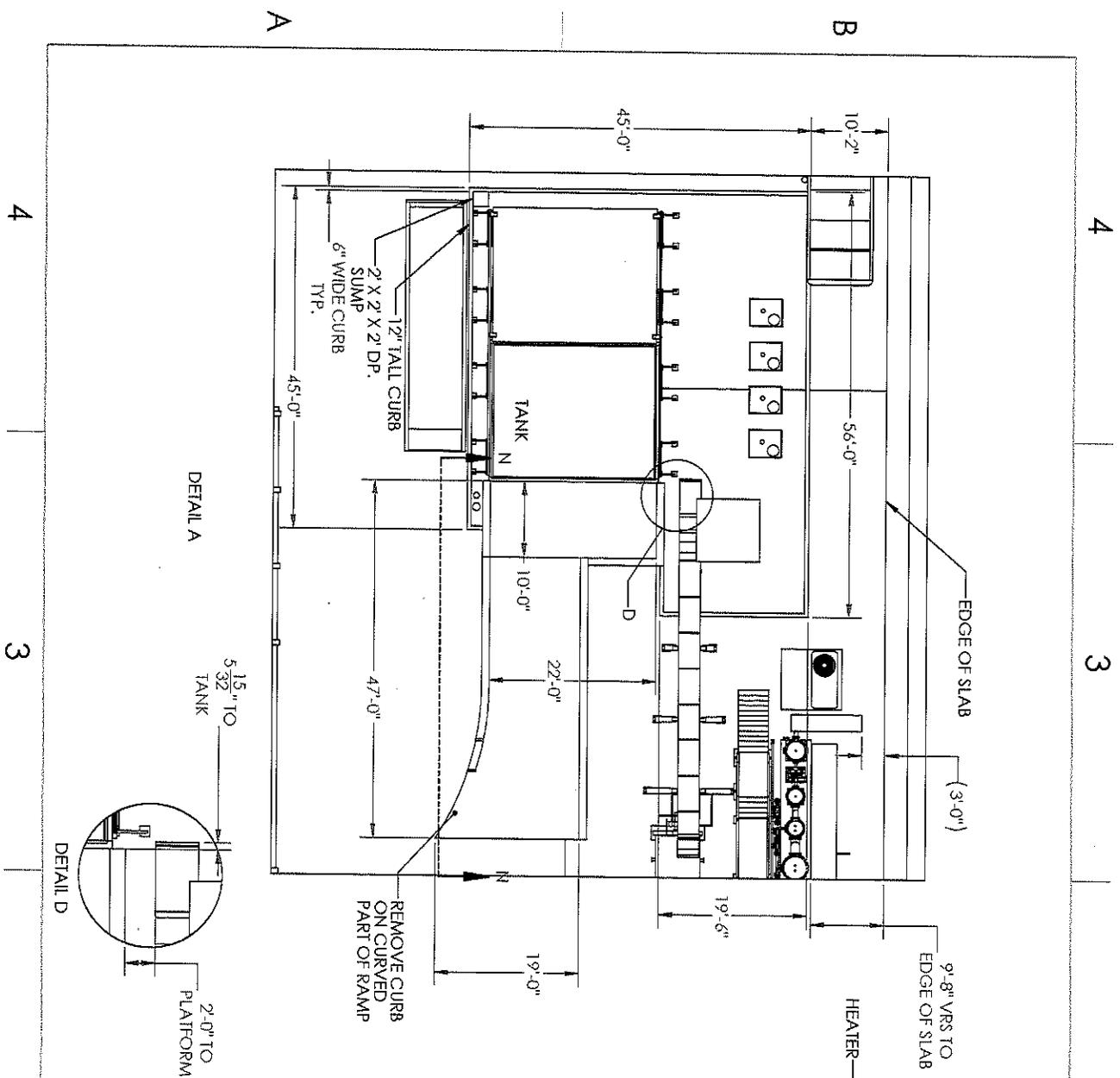
SIZE	DWG. NO.	REVISION SHEET
B	18-0028 R11	11
		2 OF 4

DETAIL C

PLAN VIEW OF SYSTEM LAYOUT

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A B



APPROVALS		DATE
DESIGNED	ADA	
CHECKED		
APPROVED		

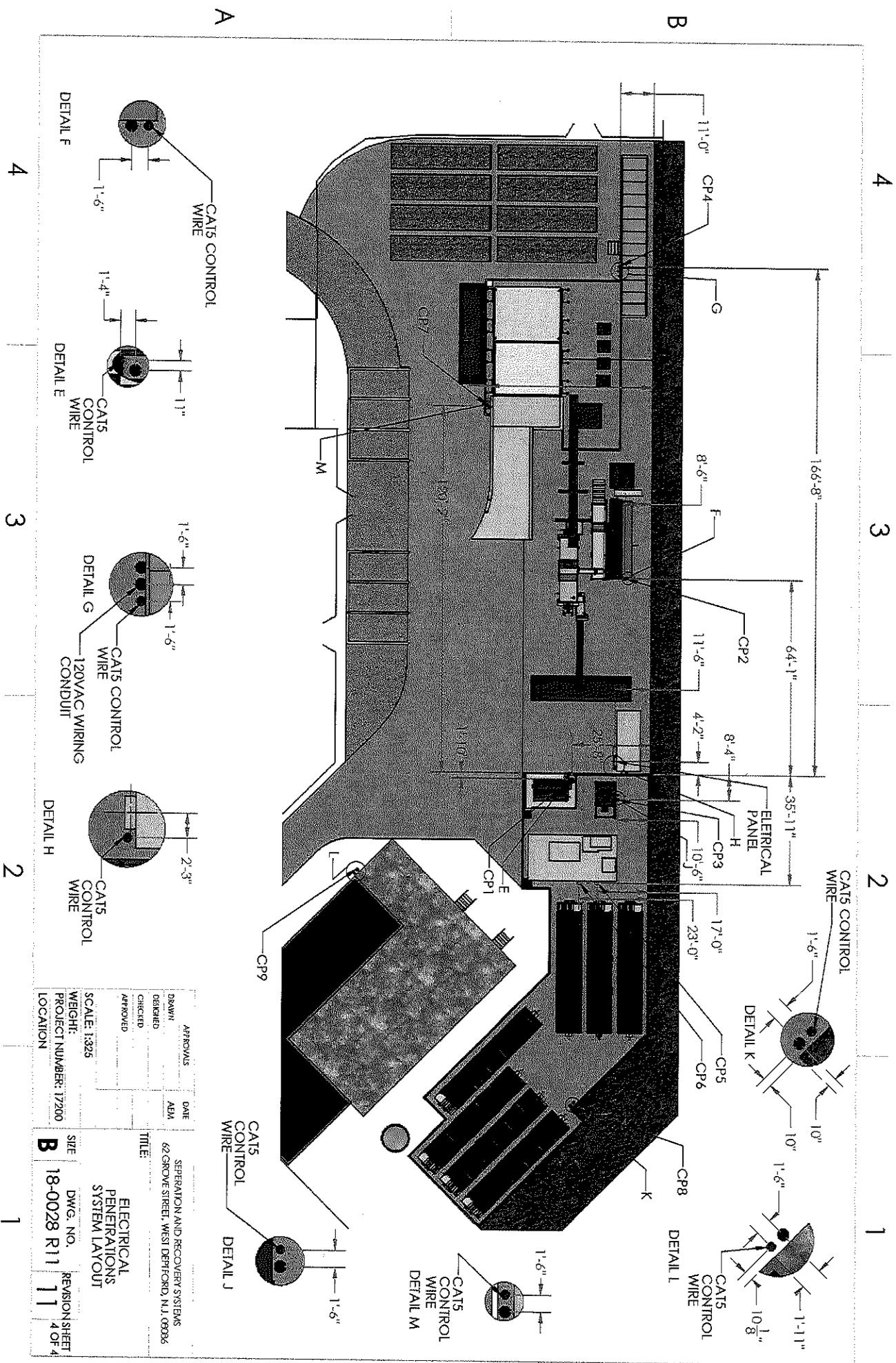
TITLE: SEPARATION AND RECOVERY SYSTEMS
 62 GROVE STREET, WEST DEPTFORD, N.J. 08096

SCALE: 1:325
 WEIGHT: PROJECT NUMBER: 17200
 LOCATION:

SIZE	DWG. NO.	REVISION SHEET
B	18-0028 R11	11
		3 OF 4

4 3 2 1

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APPROVALS		DATE
DRAWN	ADA	
DESIGNED		
CHECKED		
APPROVED		

TITLE: SEPARATION AND RECOVERY SYSTEMS
62 GROVE STREET, WEST DENFORD, N.J. 08036

SCALE: 1:325

WEIGHT: PROJECT NUMBER: 17200

LOCATION

SIZE	DWG. NO.	REVISION SHEET
B	18-0028 R11	11
		4 OF 4



Separation and Recovery Systems

Verified Recycling Facility Exclusion

Pursuant to DSW Recycling

Exclusion 40 CFR 261.4(a)24

At GCUA Facility

March 29, 2018

Submitted by:

**Separation and Recovery Systems
62 Grove Street West Deptford, NJ 08086
Tele: 856-848-3719 Fax: 856-223-8824**

Description of Project

SRS is contracted to install a state-of-the-art SAREX® Waste Pretreatment System and supply associated pretreatment operating services at the Gloucester County Utilities Authority (GCUA) located at 2 Paradise Road West Deptford, NJ 08066. SRS will utilize its SAREX MX1500 centrifuge and MX2000 thermal desorption system and associated handling equipment with the goal of recycling a variety of oily sludge waste streams for the GCUA including the following:

- Municipal wastewater system wet well cleanings: (grease, grit, debris)
- Carwash trap cleanouts
- Treatable commercial and industrial oil/water separator wastes
- Commercial/Industrial/Refinery Bio Solids sludge
- Oily Waste streams with recoverable oil.
- Petroleum Refinery oily sludge waste streams, tank bottom and other water and oil separator type wastes.

These waste streams contain recoverable oil and treatable water that when it is extracted would generate waste water that can be processed by GCUA. This will reduce the solids and oil loading on GCUA's WWTP and minimizes the volume of material requiring off-site transportation and disposal.

The SAREX® process is a multi-unit, modular system which allows for flexible configuration and provides the ability to adjust the process for managing various combinations of waste to produce a recycled oil product. The SAREX® system is based on SRS's process knowledge generated from over 30 years of previous experience processing a variety of waste streams. The process has the ability to recycle oil, recover water for treatment and dry solids that can be recycled or disposed through approved GCUA recycling and disposal programs.

SRS estimates it will initially process 5,000,000 gallons per year of MX1500 centrifuge waste material and will have a capacity to process in excess of 12 million gallons per year. SRS also anticipates receiving an estimated 3,500 – 8,000 tons per year of a variety of MX2000 Dryer feed waste sludge which may include Tank Bottoms, API/CPI separator sludge and Boiler Bundle coil sludge. The MX2000 has a full drying capacity of 15,000 tons per year of centrifuge cake and direct feed sludge.

Description of SAREX Process

MX1500 Liquid Waste Streams

SRS clients will bring the sludge feed via Vacuum truck to dedicated Process mixing tanks. SRS will adjust the sludge feed material in the mixing tanks utilizing water and petroleum cutter stock (if required) to provide the optimum separation of oil, treatable water and wet cake solids. The feed material will be pumped to a heating tank and temperature of the material will be brought to 180° F to aid in the separation of the oil and water. Polymers and emulsion breaking chemicals will be injected into the feed stream and then the heated waste stream will be pumped to the MX1500 Three Phase Centrifuge system separating the material into 3 basic phases, recoverable oil, treatable water, and wet cake solids destined for the MX2000 dryer.

The recovered water will be pumped to the primary Oil/Water Separator (OWS). The primary OWS separator water will be pumped to a Dissolved Air Floatation (DAF) feed tank. The water generated from the DAF will be pumped to a secondary Oil/Water Separator (OWS) tank. Water from the secondary OWS will be pumped to a series of receiver tanks where it will be monitored for discharge parameters. The DAF float will be pumped back to the MX1500 feed tanks for the oil to be recovered with the MX1500.

The recovered oil will be pumped to an Oil/water drop out surge tank. The oil portion will be pumped to a Finished Oil tank. Oil meeting the project specifications will be recycled back into the market. Oil not meeting specifications will be pumped back to the feed tanks and reprocessed.

The Oily wet cake generated by the centrifuge will be conveyed into a standby roll off bin. The collected solids will be moved to SRS's storage pad where they will be schedule for processing with the MX2000 thermal desorption system.

MX2000 Oily Feed Sludge

Oily Sludge waste accepted in roll off bins will be dumped into a Metal dump bin and fed into the MX2000 feed hopper via and excavator. Both the Metal dump bin and MX2000 Feed Hopper will have covers that can be closed when material is not being transferred. The wet sludge will be transferred from the MX2000 feed hopper via an enclosed drag flight conveyer to the MX2000 thermal desorption unit. The material will be heated to approximately 250° F by a non-contacting steam heated thermal desorption dryer to remove the entrained water and light end oil vapors.

The vapors will be routed under negative pressure to the SAREX[®] Vapor Recovery System (SVRS) where they will be condensed with a series of wet scrubbers, demisters and an air chiller. The discharged air will be polished with a dual stage 1000 lb carbon packs. The condensed scrubber water and condensed light end oil vapors will be pumped to an oil/water separator OWS.

The condensed oil from the scrubber water will be separated with the secondary oil water separator (OWS) and will be pump to the MX1500 feed tanks where it will be mixed with other compatible MX1500 feed streams to be processed and collected as recovered oil product. The collected water from the Secondary OWS will be pumped to the GCUA receiver tank where it will be monitored for discharge parameters.

The dry solids discharged by the MX2000 will be collected in roll-off bins and dump trailers for recycling as landfill cover or landfilled as industrial solids. The solids in most cases will be a dry powder that contains less than 10 % moisture by weight.

The solids discharged from the MX2000 will also meet the acceptance criteria for recycling or for disposal at a GCIA's secure landfill facility.

Equipment

The major components of the SAREX® System will include (1) SAREX® MX1500 Centrifuge system, (1) Sludge heating tank, (3) Oil/Water Separators (1) DAF Separator (1) Variable Speed Feed Hopper (1) Drag flight transfer conveyor (1) SAREX® MX-2000 Low Temperature Indirect Thermal Dryer, (1) Moisture Control Pug Mill, (1) Transfer Discharge Conveyor (1) SAREX® Vapor Recovery System (SVRS). This complete process when utilized as a "treatment train" is herein referred to as the SAREX® System. (See attachment G)

SRS will require (1) 200 HP 150 psi Steam Boiler (2) portable feed mixing tanks, (2) recovered Oil tanks. SRS will utilize (8) GCUA existing 25,000 gallon tanks. (See up Attachment H)

DSW Exclusion 261.4(a) 24

SRS proposes utilizing DSW exclusion 261.4(a) 24. This provision excludes waste from the definition of a solid waste and thus the definition of a hazardous waste if they are transferred to a "Verified Reclamation Facility for the purpose of reclamation" provided specific criteria are satisfied as outlined in the regulation.

- Verify that the process qualifies as legitimate recycling
- Prepare a financial assurance plan
- Demonstrate that SRS has had no enforcement actions in the last 3 years
- Prepare an emergency preparedness plan and verify proper equipment and training
- Prepare a plan to manage the residuals
- Prepare a risk assessment plan for the local community

The Process Qualifies as "Legitimate Recycling"

EPA's definition of legitimate recycling is found in Title 40 of the Code of Federal Regulations (CFR) section 260.43. The four legitimacy factors are as follows:

- 1. *Legitimate recycling must involve a hazardous secondary material that provides a useful contribution to the recycling process or to a product or intermediate of the recycling process.***

The SAREX process is legitimate recycling because it processes hazardous waste secondary sludge from Petroleum Refineries and separates solids and water from Petroleum oil. The technology has been utilized Petroleum Refinery and Commercial Industry as "Legitimate" recycling for over 30 years.

The SAREX process will utilize a solid bowl three phase decanter centrifuge along with heat and emulsion breaking chemicals to separate water and residual solids from oil and a non-contacting Indirect Thermal Desorption Dryer to further liberate light end oils and water from residual solids. The recovered water will be suitable for further treatment at GCUA's WWTP and the dried solids will meet the criteria of non-hazardous industrial solids suitable for disposal at GCIA.

The resulting oil product will be recycled back to a petroleum refining process as an intermediate product.

2. The recycling process must produce a valuable product or intermediate.

The recovered oil and gasoline (trans-mix) is a residual mixture of various products generated by Industry and the Petroleum Refining process. The recovered product will be an intermediate material that has a value as a feed stock that can be refined into various petroleum products ranging from gasoline to No 6 oil.

3. The generator and the recycler must manage the hazardous secondary material as a valuable commodity when it is under their control.

The hazardous secondary material is collected by the generator in tanks and roll-off bins so it is not released into the environment. Quantity of material is inventoried by the generator. The material is also tracked with a bill of lading or manifest as it is transported to the point it is accepted and weighed by the facility. The oil that is recovered is collected sampled for product quality. The recovered oil is sold into commerce as an intermediate product.

4. The product of the recycling process must be comparable to a legitimate product or intermediate.

The recovered oil and/or light ends will be comparable to a gasoline/kerosene/diesel trans-mix or a mixture of No 2 to a No.6 blended oil. The oil will need to meet the criteria of a beneficial feed stock for refinery operation. All accepting refineries will produce a refinery grade product for resale. The recovered product will meet the following:

- Containing less than 2% BS&W (bottom sediment and water)
- Containing less than 1000 total Halogens
- Containing As @ < 5 ppm
- Containing Cd @ < 2 ppm
- Containing Cr @ < 10 ppm
- Containing Pb @ < 100 ppm

The recycled intermediate is not sold as a finished product.

Prepare a financial assurance plan

SRS carries 5 million in pollution liability insurance and 5 million per occurrence in General liability insurance. (See attachment A).

SRS has prepared a closure and post closure cost estimate. (See attachment B).

For financial assurance SRS will use the Trust Fund option as described below:

Trust Fund (§258.74(a)) - An owner/operator may establish a trust fund into which he deposits money specifically earmarked for closure, post-closure care, and/or corrective action. The owner/operator must make annual payments into the trust fund for a specified period of time, referred to as the "pay-in period."

Demonstrate that SRS has had no enforcement actions in the last 3 years

SRS has not had any enforcement actions in the last 3 years. In addition SRS has been approved for the New Jersey A901 program. (See attachment C)

Prepare an emergency preparedness plan and verify proper equipment and training

SRS has prepared an Emergency Preparedness plan. (see attachment D)

Prepare a plan to manage the residuals

The waste would be manifested to the processing facility as recyclable material and processed with the SAREX system to recover oil and separate water from the residual solids. The reclaimed oil will be recycled as a beneficial intermediate feed stock to either to the originating refinery or reintroduced to another refining process or an approved oil recycling facility. The recovered water would be treated utilizing GCUA's WWTP. The residual solids would be sent to an approved disposal facility.

The solid residual will be collected as a dry product in 30 yard roll off bins or dump trucks. Each box will be covered with a transportation tarp and labeled with the date of generation. Based on the sampling plan (See attachment E) the containers will be sampled and analyzed prior to shipment. The roll off will be placed on an "in process storage area" pending analysis and final disposition.

SRS will use the following three ways for disposition of solids

- Solid material meeting the definition of GCIA's Landfill cover criteria will be shipped to GCIA as landfill cover.
- Solid material not meeting the definition of Landfill cover criteria will be shipped to GCIA as industrial solids (ID27) for disposal.
- Solid material that meets the definition by analysis of a characteristic hazardous waste will be handled and disposed as a hazardous waste.

Prepare a risk assessment plan for the local community

SRS has prepared a Risk Assessment for the community. (See Attachment F)

MAYOR
Denice DiCarlo

TOWNSHIP COMMITTEE
Megan Kerr
James Mehaffey
Adam Reid
Jim Robinson



WEST DEPTFORD TOWNSHIP

Municipal Building
400 Crown Point Road
West Deptford, New Jersey 08086
Phone (856) 845-4004

Acting Township Administrator
Lee Ann DeHart

Chief Finance Officer
Michael Kwasizur

Registered Municipal Clerk
Lee Ann DeHart

May 31, 2019

Gloucester County Office of Land Preservation
Building #, 1200 North Delsea Drive
Clayton, NJ 08312
Attn: Mr. Eric M. Campo, Esquire SWAC Solicitor and Assistant County Counsel

Mr. Campo:

This letter is to acknowledge that West Deptford Township is aware of the Separation and Recovery System Operation Company, LLC for inclusion into the Gloucester County Solid Waste Management Plan for their facility in a separation and recycling operation of petroleum contaminated water and solids as a Class D recycling facility.

Please be advised that the Township is supportive of their application.

Sincerely,

Denice DiCarlo,
Mayor

GLOUCESTER COUNTY SOLID WASTE ADVISORY COUNCIL

RESOLUTION RECOMMENDING THAT THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ADOPT AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM SEPARATION AND RECOVERY SYSTEMS OPERATING COMPANY, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 328.13, P/O LOT 1.20, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester ("County") adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan ("Plan") pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1.1 et seq., and has subsequently adopted modifications and amendments thereto; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has created a Solid Waste Advisory Council (the "SWAC") pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Gloucester County Solid Waste Management Plan; and

WHEREAS, in a public hearing on June 6, 2019 the SWAC heard an application by Separation and Recovery Systems Operating Company, LLC ("SRS") with offices at 62 Grove Street, West Deptford Township, New Jersey 08086, (Block 328.13, P/O Lot 1.20) to amend the Plan to include the CCS facility into the Gloucester County Solid Waste Management Plan. William F. Harrison, Esq., of Genova Burns, retained by the Applicant, presented an overview of the project with sworn testimony from the applicant; and

WHEREAS, Separation and Recovery Systems Operating Company LLC will own and operate the equipment used in the recycling operation. The proposed facility will separate and recycle approximately 200 tons /day of petroleum contaminated water and solids. After the recycling process is completed, the resulting wastewater will be discharged into the GCUA treatment plant on the same property for processing. The wastewater will meet the permit requirements for discharge into the treatment plant. The recycled petroleum products will be transported to a petroleum re-refining facility; and

WHEREAS, the proposed recycling facility is located at 2 Paradise Road West Deptford Township, Gloucester County NJ, Tax lot 120, plate 26, block 328.13 within an industrial park inside a gated county wastewater treatment plant. The facility will generate 8 to 12 additional truck traffic in the area. The main intersection is Crown Point Road and Paradise Road which is .7 miles from exit 19 off interstate 295. The truck route will be from exit 19 on Interstate 295 to Mantua Grove Road which turns into Paradise Road at the intersection of Crown Point Road. The trucks would enter the facility from Paradise Road. The return route would leave to onto Paradise road / Mantua Grove Road and head south returning to Interstate 295 off Mantua Grove Road. The facility will operate 24 hours per day, 7 days per week but will only accept trucks during business hours from 7:00 am to 7:00 pm Monday through Friday; and

WHEREAS, no one attended the public hearing and made comments regarding the application; and

WHEREAS, West Deptford Township provided a letter of support and resolution for the plan amendment; and

WHEREAS, the SWAC considered the evaluation criteria set forth in the Procedures and Guidelines for SWMP Inclusion of Recycling Facilities and N.J.A.C. 7:26A-3.2(a)-(j); and

WHEREAS, at the conclusion of the hearing on June 6, 2019, the SWAC voted without dissent to recommend approval of CCS's application for a Plan amendment; and

NOW, THEREFORE, BE IT RESOLVED that the SWAC endorses the proposal presented by SRS and recommends that the Board of Chosen Freeholders of the County amend the Plan for their inclusion; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the appropriate County offices and the New Jersey Department of Environmental Protection.

This resolution shall take effect immediately upon the vote of approval this 6th day of June, 2019.

**GLOUCESTER COUNTY
SOLID WASTE ADVISORY COUNCIL**


THERESA ZIEGLER, CHAIRPERSON

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN
AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT
PLAN IN CONNECTION WITH THE GLOUCESTER COUNTY IMPROVEMENT
AUTHORITY'S REQUEST TO INCLUDE A 10-YEAR CONTRACT FOR
RESOURCE RECOVERY FACILITY SERVICES**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester ("County") adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan ("Plan") pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1.1 et seq. ("SWMA"), and has subsequently adopted modifications and amendments thereto; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has created a Solid Waste Advisory Council (the "SWAC") pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Plan; and

WHEREAS, a Resource Recovery Facility ("RRF") service contract, by and between The Gloucester County Improvement Authority ("Authority") and an RRF service provider, has been an integral part of the Plan to: (i) reduce solid waste volumes; and (ii) provide a source of revenue which has been utilized for the financing of solid waste management projects since 1999; and

WHEREAS, the current RRF service contract is set to expire on December 31, 2019; and

WHEREAS, the Authority desires to implement a new 10-year RRF service contract awarded through a non-discriminatory reprourement process pursuant to the contract provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the McEnroe Act, N.J.S.A. 13:1E-136 et seq.; and

WHEREAS, SWAC has considered and adopted guidelines for amending the Plan to authorize the Authority to enter into new solid waste management contracts, including, but not limited to, RRF service contracts ("Guidelines"), attached hereto as Exhibit A; and

WHEREAS, in accordance with the Guidelines, SWAC held a public hearing on April 8, 2018 to review a proposed amendment to the Plan allowing the Authority to engage in a non-discriminatory procurement process pursuant to and consistent with the McEnroe Act ("2018 Plan Amendment"), and thereafter endorsed and recommended the 2018 Plan Amendment for inclusion to the Board; and

WHEREAS, subsequent to SWAC's endorsement and recommendation of the 2018 Plan Amendment, on May 2, 2018, the Board properly noticed and conducted a public hearing on the 2018 Plan Amendment, and thereafter authorized the Authority to undertake non-discriminatory reprourement of solid waste services to result in a new long-term solid waste disposal contract, all in accordance with the SWMA and the McEnroe Act; and

WHEREAS, on May 15, 2018, the Board submitted the 2018 Plan Amendment to the New Jersey Department of Environmental Protection ("NJDEP") for review and certification, pursuant to the SWMA; and

WHEREAS, on September 26, 2018, NJDEP's Division of Solid and Hazardous Waste approved a modification to the Plan to include authorization for the Authority to enter into a ten (10) year contract with an RRF, and requiring the Authority to submit to NJDEP a request, upon completion of the awarding of the 10-year contract, for inclusion of the contract in the Plan via Plan Amendment; and

WHEREAS, subsequent to the Authority's evaluation of proposals submitted for the provision of RRF services and negotiations with the proposers in accordance with the McEnroe Act, on May 16, 2019, the Authority authorized the Executive Director to award and execute a contract for the provision of resource recovery services to Wheelabrator Gloucester Company, L.P.; and

WHEREAS, the Authority submitted an application to the SWAC on May 22, 2019, pursuant to which it has requested an amendment to the Plan to include the new RRF service contract ("Plan Amendment Application"); and

WHEREAS, in accordance with the Guidelines, on June 6, 2019, the SWAC held a hearing ("Hearing") to review the Plan Amendment Application and heard testimony from a representative of the Authority regarding... ; and

WHEREAS, no members of the public offered comments on the Plan Amendment Application to the SWAC at the Hearing; and

WHEREAS, West Deptford Township offered letter of support and resolution for the plan amendment; and

WHEREAS, at the conclusion of the hearing on June 6, 2019, the SWAC voted without dissent to recommend approval of the Plan Amendment Application; and

WHEREAS, SWAC endorsed the Plan Amendment Application and recommends that the Board amend the Plan for its inclusion; and

WHEREAS, notice was given to the public in both English and Spanish with two publications in the general circulation media in accordance with N.J.A.C. 7:26-6.10; applications were posted on the GCI's website; notice to West Deptford Township Clerk and posting the public notice at the West Deptford Township Clerk's office; public notice postings at supermarkets, post offices, and the public library in West Deptford; and notice to the West Deptford Environmental Commission; and

WHEREAS, a public hearing was held on July 8, 2019, at the County Building at Budd Boulevard, West Deptford, NJ, 08096, during regular business hours; and

WHEREAS, a second public hearing was held on July 10, 2019, during evening hours, and members of the public spoke at the public hearing and comments in writing were submitted prior to the July 10, 2019 hearing.

NOW, THEREFORE, BE IT RESOLVED the Board of Chosen Freeholders of the County hereby amends the Gloucester County Solid Waste Management Plan to include a 10-year Resource Recovery Facility (RRF) services contract with Wheelabrator Gloucester Company, LP, in accordance with the requirements established by the Gloucester County Solid Waste Advisory Council (SWAC); and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey on July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board



GCIA Board Members

Charles Fentress
Chairman

Chuck Della Vecchia
Ashley Harris
Paul Lenkowski
Paul Medany

**Gloucester County
Improvement Authority**

109 Budd Boulevard
Woodbury, NJ 08096
Phone: 856.848.4002
Fax: 856.384.1262
www.gcianj.com

George D. Strachan
Executive Director

Robert Damminger
Freeholder Liaison

May 22, 2019

Eric M. Campo, Esq.
Solicitor, Gloucester County Solid Waste Advisory Council
Gloucester County Government Services Building
1200 North Delsea Drive
Clayton, NJ 08312

Dear Mr. Campo:

The Gloucester County Improvement Authority ("GCLA" or "Authority") hereby submits its application to amend the Gloucester County Solid Waste Management Plan ("County Plan") to include a newly awarded 10-year Resource Recovery Facility ("RRF") services agreement in accordance with the requirements established by the Gloucester County Solid Waste Advisory Council ("SWAC"). We have included herein the information required by the SWAC amendment process and a draft resolution recommending that the Gloucester County Board of Chosen Freeholders approve the Authority's proposed amendment to the County Plan, a copy of which is attached hereto as Exhibit "A".

BACKGROUND

In accordance with the McEnroe Act, N.J.S.A. § 13:1E-136 et seq. (the "McEnroe Act"), the Authority engaged in a non-discriminatory procurement process for an RRF services contract to process its municipal solid waste and certain other waste types. The Authority has previously awarded 10-year RRF service provider contracts in 1999 and 2009. The RRF service contract has historically resulted in reduced solid waste volume to the County's Landfill (as hereinafter defined) and generated a steady revenue stream from the disposal of incinerator ash produced by the contracted RRF facility. These contracts are procured pursuant to the contracting requirements for Solid Waste Management Facilities provided in the McEnroe Act. The current RRF contract will expire on December 31, 2019. The County Plan was previously modified in 2018 to authorize the Authority to undertake the procurement process to ensure that the County continues to benefit from the RRF services without interruption.

The Authority thereafter undertook the procurement pursuant to the requirements set forth in the McEnroe Act, and awarded the contract to Wheelabrator Gloucester Company, L.P.

("Wheelabrator Gloucester") on May 16, 2019. The awarded contract includes financial terms that result in significantly reduced tip fees for County ratepayers with respect to the disposal of solid waste. Otherwise, the new contract is largely unchanged in form and substance from the existing contract. By resolution dated May 16, 2019, the GCLA also authorized execution of the contract upon successful negotiation of the final form of the agreement.

The McEnroe Act requires that the New Jersey Department of Environmental Protection ("NJDEP") review and approve the new RRF contract before it can go into effect. To ensure RRF services continue uninterrupted since the existing contract expires at the end of 2019, the Authority is seeking a County Plan amendment to include the reprocured RRF contract simultaneously with seeking NJDEP approval under the McEnroe Act.

CONTRACT TERMS AND PLAN AMENDMENT INFORMATION

The Authority has awarded a new 10-year contract for RRF services to Wheelabrator Gloucester in accordance with the McEnroe Act. This section contains information regarding the proposed action that is part of the County Plan Amendment application.

I. Proposed Action

This County Plan amendment seeks inclusion of a new 10-year RRF contract with Wheelabrator for the provision of resource recovery services, in accordance with all applicable laws. Wheelabrator will provide waste incineration services for all municipalities within the Gloucester County Solid Waste Management District. The residual incinerator ash will be disposed of at the Authority's Solid Waste Complex in South Harrison Township ("Landfill"). As with prior RRF service contracts, the tipping fees generated by the RRF residual ash disposal help to finance the Authority's ongoing solid waste projects assuring that it can meet the rising solid waste disposal needs of the County. The Authority will amend this application to include a copy of the final executed contract once available.

II. Legal Name of RRF Company/Owner and Operator and Contact Information

Wheelabrator Gloucester Company, L.P. is the legal name of the RRF owner and operator to whom the contract has been awarded. The RRF itself is located entirely in West Deptford Township, although the mailing address is Westville. The contact information for Wheelabrator Gloucester is listed below:

Michael Dougherty
Market Area Manager, Wheelabrator
600 US Route 130
Westville, NJ 08093
215-205-1825
mdougherty@wtienergy.com

Ludwig Saenz
Plant Manager, Wheelabrator Gloucester
600 US Route 130
Westville, NJ 08093
609-413-8885
lsaenz@wtienergy.com

Wheelabrator Gloucester's parent company is Wheelabrator Technologies. The contact information for its corporate headquarters is as follows:

100 Arboretum Drive, Suite 310
Portsmouth, NJ 03801
603-929-3000

III. Additional Contact Information

i. Solid Waste Implementing Agency

The Authority is the Solid Waste Implementing Agency for this action. The RRF contract will be administered directly by the Authority with the advice and guidance of its attorneys, engineers, and financial advisors. The contact details for the Authority's Executive Director and its contracted professionals are below:

George D. Strachan
Executive Director, GCIA
109 Budd Boulevard
West Deptford, NJ 08096
856-848-4002
gstrachan@gcianj.com

Parker McCay, P.A.
Jeffery D. Winitsky, Esquire
9000 Midlantic Drive
Suite 300
Mount Laurel, NJ 08054

Acacia Financial Advisors
Jennifer Edwards, Managing Director
6000 Midlantic Drive
Suite 410 North
Mount Laurel, NJ 08054

CME Associates
Behram Tehran, PE, Director of Environmental Services
3759 US Highway 1 South
Suite 100
Monmouth Junction, NJ 08852

ii. Administrator of Public Hearing process

Eric M. Campo, Esq. has been designated the Interim Administrator of this Public Hearing Process.

Eric M. Campo, Esq.
Gloucester County Solid Waste Council
Gloucester County Government Services Building
1200 North Delsea Drive
Clayton, NJ 08312
(856) 307-6425
ecampo@co.gloucester.nj.us

IV. Lot/Block Numbers

The proposed plan amendment is for the inclusion of a contract to provide resource recovery services by an existing, operational RRF facility and does not have any effect on block or lot numbers. Wheelabrator Gloucester's RRF is located at Block 1, Lot 9 in West Deptford Township.

V. Type of Facility

Wheelabrator Gloucester is a waste-to-energy facility properly permitted under the Solid Waste Management Act, N.J.S.A. 13:1E-1 et. seq.

VI. Waste Types

Wheelabrator will provide waste incineration services for the following waste types: Type 10 (Municipal), Type 13 (Bulky Waste), Type 23 (Vegetative Waste), and Type 25 (Animal and Food Processing Waste). Residual waste, or Type 271 waste (Incinerator Ash), remaining after processing at the RRF will be directed to the Landfill.

VII. Current Use of Site

The contract to be included in the County Plan involves an existing, operational RRF that currently accepts County waste. There will be no new site or change in use of existing facilities.

VIII. Capacity

There will be no change in capacity at either the Wheelabrator Gloucester facility or the GCIA Landfill resulting from inclusion of the RRF services contract in the County Plan. Each party to the contract is accepting solid waste or ash, as applicable, subject to their existing capacities.

IX. Traffic Routes to and From Facility

Inclusion of the contract in the County Plan will not result in any changes to existing traffic routes between the RRF and the Landfill.

Vehicles enter the RRF from US Route 130 and travel along a facility access road to the inbound weigh scale. Vehicles enter the Landfill facility at its main entrance off of CR 694. .

X. Days and Hours of Operation

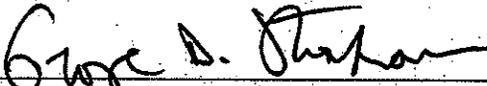
The RRF operates from 7am to 5pm Monday through Friday, and 8am-12pm on Saturdays. The RRF does not operate on six federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

CERTIFICATION

The Authority's Executive Director hereby certifies as below:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that submitting false information may be grounds for denial, revocation or termination of the approval."

Respectfully Submitted,



George D. Strachan
Executive Director, GCIA

Date: 5/22/19

cc: Rhonda Gigliotti, Finance Director, GCIA
Philip A. Norcross, Esquire
Jeffrey D. Winitzky, Esquire
Jennifer G. Edwards
Behram Tehran, PE

MAYOR
Denice DiCarlo

TOWNSHIP COMMITTEE
Megan Kerr
James Mehaffey
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Jim Robinson



WEST DEPTFORD TOWNSHIP

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400 Crown Point Road
West Deptford, New Jersey 08086
Phone (856) 845-4004

Acting Township Administrator
Lee Ann DeHart

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Michael Kwasizur

Registered Municipal Clerk
Lee Ann DeHart

May 31, 2019

Gloucester County Office of Land Preservation
Building #, 1200 North Delsea Drive
Clayton, NJ 08312
Attn: Mr. Eric M. Campo, Esquire SWAC Solicitor and Assistant County Counsel

Mr. Campo:

We are aware of the request from the Gloucester County Improvement Authority for an Amendment to the Gloucester County Solid Waste Management Plan to include a reprocurd 10-year Resource Recovery Facility services contract in accordance with the requirements established by the Gloucester County Solid Waste Advisory Council.

Please be advised that the Township is supportive of their application.

Sincerely,

Denice DiCarlo,
Mayor

GLOUCESTER COUNTY SOLID WASTE ADVISORY COUNCIL

**RESOLUTION OF THE GLOUCESTER COUNTY SOLID
WASTE ADVISORY COUNCIL RECOMMENDING THAT
THE GLOUCESTER COUNTY BOARD OF CHOSEN
FREEHOLDERS ADOPT AN AMENDMENT TO THE
COUNTY SOLID WASTE MANAGEMENT PLAN IN
CONNECTION WITH THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY'S REQUEST TO INCLUDE
A 10-YEAR CONTRACT FOR RESOURCE RECOVERY
FACILITY SERVICES**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester ("County") adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan ("Plan") pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1.1 et seq. ("SWMA"), and has subsequently adopted modifications and amendments thereto; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has created a Solid Waste Advisory Council (the "SWAC") pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Plan; and

WHEREAS, a Resource Recovery Facility ("RRF") service contract, by and between The Gloucester County Improvement Authority ("Authority") and an RRF service provider, has been an integral part of the Plan to: (i) reduce solid waste volumes; and (ii) provide a source of revenue which has been utilized for the financing of solid waste management projects since 1999; and

WHEREAS, the current RRF service contract is set to expire on December 31, 2019; and

WHEREAS, the Authority desires to implement a new 10-year RRF service contract awarded through a non-discriminatory reprourement process pursuant to the contract provisions of the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the McEnroe Act, N.J.S.A. 13:1E-136 et seq.; and

WHEREAS, SWAC has considered and adopted guidelines for amending the Plan to authorize the Authority to enter into new solid waste management contracts, including, but not limited to, RRF service contracts ("Guidelines"), attached hereto as Exhibit A;

WHEREAS, in accordance with the Guidelines, SWAC held a public hearing on April 8, 2018 to review a proposed amendment to the Plan allowing the Authority to engage in a non-discriminatory procurement process pursuant to and consistent with the McEnroe Act ("2018 Plan Amendment"), and thereafter endorsed and recommended the 2018 Plan Amendment for inclusion to the Board; and

WHEREAS, subsequent to SWAC's endorsement and recommendation of the 2018 Plan Amendment, on May 2, 2018, the Board properly noticed and conducted a public hearing on the 2018 Plan Amendment, and thereafter authorized the Authority to undertake non-discriminatory reprourement of solid waste services to result in a new long-term solid waste disposal contract, all in accordance with the SWMA and the McEnroe Act; and

WHEREAS, on May 15, 2018, the Board submitted the 2018 Plan Amendment to the New Jersey Department of Environmental Protection ("NJDEP") for review and certification, pursuant to the SWMA; and

WHEREAS, on September 26, 2018, NJDEP's Division of Solid and Hazardous Waste approved a modification to the Plan to include authorization for the Authority to enter into a ten (10) year contract with an RRF, and requiring the Authority to submit to NJDEP a request, upon completion of the awarding of the 10-year contract, for inclusion of the contract in the Plan via Plan Amendment; and

WHEREAS, subsequent to the Authority's evaluation of proposals submitted for the provision of RRF services and negotiations with the proposers in accordance with the McEnroe

Act, on May 16, 2019, the Authority authorized the Executive Director to award and execute a contract for the provision of resource recovery services to Wheelabrator Gloucester Company, L.P.; and

WHEREAS, the Authority submitted an application to the SWAC on May 22, 2019, pursuant to which it has requested an amendment to the Plan to include the new RRF service contract ("Plan Amendment Application"); and

WHEREAS, in accordance with the Guidelines, on June 6, 2019, the SWAC held a hearing ("Hearing") to review the Plan Amendment Application and heard testimony from the Authority's Executive Director and its professional advisors including a summary of the contract terms; and

WHEREAS, no members of the public offered comments on the Plan Amendment Application to the SWAC at the Hearing; and

WHEREAS, West Deptford Township offered letter of support and resolution for the plan amendment; and

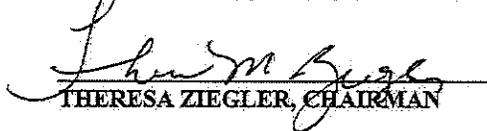
WHEREAS, at the conclusion of the hearing on June 6, 2019, the SWAC voted without dissent to recommend approval of the Plan Amendment Application.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE ADVISORY COUNCIL, that the SWAC endorses the Plan Amendment Application and recommends that the Board amend the Plan for its inclusion.

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the appropriate County offices and the NJDEP.

This resolution shall take effect immediately upon the vote of approval this 6th day of June, 2019.

GLOUCESTER COUNTY
SOLID WASTE ADVISORY COUNCIL


THERESA ZIEGLER, CHAIRMAN

RESOLUTION AUTHORIZING THE 2019 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$65,869.00

WHEREAS, the Rutgers New Jersey Agriculture Experiment Station (NJAES), Cooperative Extension, an integral component of Rutgers, The State University, and the County of Gloucester have cooperated to provide educational programs in the areas of 4H Youth Development, natural resource management, and other related matters, pursuant to the Smith-Lever Act, New Jersey Enabling Legislation, and prior resolutions of the Gloucester County Board of Chosen Freeholders; and

WHEREAS, the County, as in the past, agrees to provide certain financial support to the Cooperative Extension programs by the payment of certain salaries of individuals to present the programs and manage the services, in accordance with the terms of agreement contained in a Memorandum of Understanding previously authorized and executed; and

WHEREAS, on an annual basis it is necessary and appropriate for the County and Rutgers NJAES, Cooperative Extension to execute an annual Salary Agreement setting forth the extent of the financial support of the County; and

WHEREAS, this is for estimated units of service in an amount not to exceed \$65,869.00, and is open-ended, which does not obligate the County to make any purchase or use any service, and prior to any services rendered, a Certificate of Availability shall be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, the 2019 Salary Agreement between the County and Rutgers NJAES, Cooperative Extension, in an amount not to exceed of \$65,689.00, from January 1, 2019 to December 31, 2019.

BE IT FURTHER RESOLVED, that prior to any 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 purpose, 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 July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

2019 COUNTY SALARY REIMBURSEMENT AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
RUTGERS COOPERATIVE EXTENSION
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This agreement made between Rutgers Cooperative Extension, headquartered at the New Jersey Agricultural Experiment Station, part of Rutgers, The State University of New Jersey, hereinafter called RCE, party of the first part, and the County of Gloucester, hereinafter called COUNTY, party of the second part, beginning the _____ of January, 2019.

To provide a Cooperative Extension program as mandated by state and federal law and outlined in the Memorandum of Understanding between the two aforementioned parties for the residents of the County of Gloucester in the areas of agriculture and resource management, family and community health sciences, and 4-H youth development and other related programming such as marine fisheries, water quality and aquaculture, Expanded Food Nutrition Education Program, *etc.*, which may be pertinent to address specific county needs, the parties agree to the following:

- a. RCE will provide the amount as indicated on the salary addendum, of the salaries/wages of the faculty and professional staff involved and 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals. RCE will also provide subject matter resources such as state specialist subject area research support and publications for the Cooperative Extension program planned and implemented within the County of Gloucester. RCE faculty and

professional staff located in the County are permitted to assume programmatic roles on a reciprocal trade arrangement with neighboring counties or regions as outlined in this agreement.

- b. The County will pay the amount as indicated on the salary addendum, of the salaries/wages and fringe benefits if not provided by the state/federal government, estimated at \$65,869 for the period of January 1, 2019 to December 31, 2019 for employees listed on the salary addendum. Should employment of any person in a RCE position cease, RCE will request to utilize the remaining COUNTY funds for part-time temporary employee(s) in the programmatic area(s) in Gloucester County with agreement to be indicated in writing.
- c. RCE will bill the COUNTY bi-annually for reimbursement of approximately one-half of the agreed amount of the actual annual salary and wage costs with payments due July 1 and December 1.

This annual salary and wage agreement is meant to provide each party with simplified personnel and payroll administration for RCE faculty and staff and is not intended to alter the terms of the Memorandum of Understanding between the parties, the enabling federal and state legislation, nor the accepted county relationships established for these employees (*i.e.*, unclassified county employee status, supervision of county paid staff, driving county vehicles, liability coverage, *etc.*). This agreement shall be renewed by both parties on an annual basis with the completed and authorized copy to be returned to RCE by June 15th of each year.

COUNTY OF GLOUCESTER

ATTEST:

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Name (Please Print)		_____ Name (Please Print)	
		Board of Chosen Freeholders	

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

ATTEST:

_____ Michelle Infante-Casella County Extension Department Head	_____ Date	_____ Kathleen Howell Associate Director of Administration, Rutgers Cooperative Extension	_____ Date
Encl.	_____ Date	_____ Brian J. Schilling, Ph.D. Director, Rutgers Cooperative Extension	

2019 COUNTY SALARY REIMBURSEMENT AGREEMENT

**SALARY ADDENDUM
FOR GLOUCESTER COUNTY**

RCE EMPLOYEE	RCE TITLE	2019 PROJECTED SALARY	RCE SHARE OF SALARY	COUNTY SHARE OF SALARY
Infante-Casella, Michelle	County Extension Department Head, Agricultural and Resource Management Agent	\$107,692	\$97,993	\$9,699
Gohil, Hemant	Agricultural and Resource Management Agent	\$75,657	\$42,157	\$33,500
Hughes, Luanne	Family & Community Health Sciences Educator	\$108,649	\$ 85,979	\$22,670
Vacant / TBD	4-H Agent *	\$71,054	\$ 35,527	\$ 35,527
		\$35,527 (6 months)	\$17,763 (6 months)	\$17,763 (6 months)
TOTAL		\$291,998	\$226,129	\$65,869*

*4-H Agent position not anticipated to be filled in CY2019.

2019 GLOUCESTER COUNTY PERSONNEL LISTING

RCE EMPLOYEE	RCE TITLE (COUNTY title)
Infante-Casella, Michelle	County Extension Department Head and Agriculture and Natural Resources
Davis, Debbie	Secretary, 4-H
Gohil, Hemant	Agriculture and Natural Resources
Hughes, Luanne	Family & Community Health Sciences Educator
McGlinchey, Elaine	FCHS, Secretary (Clerk Typist)
Medany, Joan	Secretary, Agriculture (Clerk Typist)
Metz, Mary Ann	Program Assistant, 4-H
Quilty, Brian	Program Coordinator, Family & Community Health Sciences
Savoca, LeeAnn	Program Associate, Family & Community Health Sciences
Vacant / To Be Determined	4-H Agent*
Suydam, Tammy	Program Assistant, 4-H
Waldeck, Katelyn	Program Coordinator, Family & Community Health Sciences

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 **\$425,169.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA), to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA) - *Other Expenses*
- (2) The sum of **\$55,000.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety FY 2018 Emergency Management Agency Assistance Grant, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety FY 2018 Emergency Management Agency Assistance Grant - *Other Expenses*
- (3) The sum of **\$13,584.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Division of Aging Services Peer Grouping, to be appropriated under the caption of the State of New Jersey Department of Human Services Division of Aging Services Peer Grouping - *Other Expenses*

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN
THE COUNTY AND THE STATE OF NEW JERSEY**

WHEREAS, the County of Gloucester ("County") and the State of New Jersey ("State") seek to enter into a Master Service Agreement for the provision of data wiring services by the County to the Judiciary, Administrative Office of the Courts, for Vicinage 15 (Cumberland/Gloucester/Salem) from May 23, 2019 to June 30, 2021; and

WHEREAS, the State shall compensate the County for all costs incurred regarding said services.

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 Master Service Agreement between the County and the State for the provision of data wiring services, from May 23, 2019 to June 30, 2021, in accordance with the terms and conditions as set forth in said Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (“Agreement”) is made between the State of New Jersey, Judiciary, Administrative Office of the Courts, for Vicinage 15 (Cumberland/Gloucester/Salem) (“AOC” or “Vicinage”), with its principal place of business at 60 West Broad Street, Bridgeton, New Jersey 08302; and the County of Gloucester (“County”), with its principal place of business at County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096 (collectively referred to as “the parties”).

The parties, intending to be legally bound, mutually agree to contract for the provision of Services as follows:

1. Term of Agreement

- a. This Agreement shall become effective as of the date it is signed by the Administrative Director of the Courts, or designee, and shall remain in full force and effect **for a term beginning on May 23, 2019 and ending on June 30, 2021.**
- b. The AOC accepts responsibility for costs incurred by the County for the provision of the subject services beginning on May 23, 2019 and shall reimburse the County for these costs in accordance with the terms of this Agreement.
- c. This Agreement and all addenda may be terminated by the AOC, for cause or convenience, upon written notification to the County. The written notification provided by the AOC shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than 30 days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- d. This Agreement and all addenda may be terminated by the County, for cause or convenience, upon written notification to the AOC. The written notification provided by the County shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than 30 days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- e. If, upon expiration of this Agreement, the parties are unwilling or unable to negotiate a replacement Master Service Agreement, and there is no new Master Service Agreement in effect for a period of 60 days, this Agreement shall be deemed to have expired and the parties hereto shall have no further obligations and responsibilities pursuant to this Agreement.

2. Applicable Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

- b. The County shall comply with any and all applicable Federal and State laws now in effect or hereafter promulgated.

3. Notices

Except as otherwise specified in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered and addressed as follows:

AOC
To:

County
To:

Vicinage 15
60 West Broad Street
Bridgeton, New Jersey 08302

County of Gloucester
2 South Broad Street
Woodbury, New Jersey 08096

Attn: Trial Court Administrator

Attn: Budget Officer

4. Risk of Loss

- a. The County shall defend, indemnify and hold harmless the AOC, its officers and employees against any and all suits, claims, losses, demands and damages of whatever kind or nature, including but not limited to, personal injury claims, wrongful death claims and property damage claims arising out of or claimed to arise out of the performance of this Agreement.
- b. The County shall assume all responsibility for its actions, and those of its agents, servants and contractors, while engaged in any activity connected with this Agreement.
- c. The County shall maintain insurance sufficient to cover all liabilities imposed by law and assumed under this Agreement. The liability insurance shall name the AOC as additional insureds.
- d. The Judiciary does not indemnify any third party for the acts of negligence of any party other than the entities, agents or employees of the Judiciary. The Judiciary does not carry public liability insurance. However, the Judiciary is subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and available appropriations.

5. General

- a. The obligations of the parties hereunder are contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the

AOC for payment of any money shall arise unless and until funds are made available each fiscal year by the Legislature.

- b. Wherever in this Agreement either party's consent or approval is required, such consent or approval shall not be unreasonably or arbitrarily withheld, delayed or conditioned.

6. Scope of Work For the County Provision of Data Wiring Services to the State of New Jersey Judiciary, Vicinage 15.

- a. The County will provide labor and materials needed to maintain connectivity for Vicinage data network(s). The Vicinage will compensate the County for all new services that are requested by the Vicinage and approved by the Trial Court Administrator, in writing, prior to the start of any new project under this Agreement.
- b. The County will provide for installation, termination and testing of data/network lines, or other associated technical services as specified by the Vicinage. The Vicinage will compensate the County for all new services that are requested by the Vicinage and approved by the Trial Court Administrator, in writing, prior to the start of any new projects under this Agreement.
- c. Over time, the Vicinage may be able to reduce the scope of, or entirely discontinue, work provided by the County under this Agreement; and arrange for the subject services by utilizing State purchasing procedures and/or by utilizing Judiciary personnel and facilities. In such case, the cost charged to the Vicinage shall be reduced accordingly without penalty. The Vicinage will provide the County with sixty (60) days-notice of any change in the scope of work.

7. County Responsibilities

- a. The County is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and services furnished by the County under this Agreement. The County shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and services. Approval or acceptance of or payment for any of the services shall not be construed as a waiver of any rights by the AOC under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. All personnel provided by the County, who perform work under this Agreement, must observe all regulations in effect while performing services in Judiciary areas. County personnel shall not represent themselves as employees of the Judiciary.
- c. If circumstances beyond the control of the County result in an inability to meet its obligations under this Agreement, it is the responsibility and obligation of the County to make the details known immediately to the Trial Court Administrator.

8. Taxes

The Administrative Office of the Courts, acting as the administrative arm of the Judicial Branch of New Jersey State Government, is exempt from all State and local sales and excise taxes.

9. Compensation

The annual compensation to be paid under this Agreement has been mutually determined by the contracting parties and set forth in this Agreement. The compensation to be paid by the AOC to the County shall be as follows:

- a. The Vicinage shall compensate the County at a rate of \$125.00 per hour for each County employee performing work under this Agreement; includes materials and labor.
- b. The total compensation amount for each year of this Agreement shall not exceed \$12,000.00.
- c. Increases to hourly rates will be passed along to the AOC as rates increase by contractual agreement with the County's labor union. However, in no event will the annual contract compensation amount exceed the annual cap established in the above Subsection 9(b).
- d. All compensation levels set forth in this Agreement, or in any subsequent addenda to this Agreement, shall be firm and not subject to increase during the term of this Agreement or applicable addendum. In the event that the actual costs incurred by the County in providing services under this Agreement to the AOC decrease to a level that is less than the costs reflected in Section 9 (Compensation) of this Agreement, or less than the costs reflected in a subsequently executed addendum to this Agreement, the County shall reduce compensation due from the AOC by the dollar amount of the actual cost reduction.
- e. Any changes to the compensation to be paid under this Agreement will be mutually determined by the contracting parties and set forth in subsequent Master Service Agreement Addenda, in accordance with Section 11 (Amendment/Waiver), below. The annual compensation will be based upon all relevant factors such as operating costs, vehicular maintenance costs, insurance costs, fuel costs and level and scope of services to be performed.
- f. The County shall submit invoices as services are rendered and satisfactorily completed. An invoice for services provided during the period from May 23, 2019 through the effective date of this Agreement, may be submitted at any time after full execution of this Agreement. Invoices for payment should be forwarded to the attention of the Vicinage purchasing department. While the

AOC will not require the submission of receipts for direct expenses, the County must retain all receipts and other financial records supporting the billing for the work performed under this Agreement. These records must be maintained by the County for a minimum of three years and will be made available for audit by the AOC at any time during that period.

- g. Prior to June 30, 2020, the parties may negotiate revised compensation terms that will be effective for a period of twelve (12) months, starting July 1, 2020 and ending on June 30, 2021. The agreed upon revised level of compensation, if any, will be fully detailed in a Master Service Agreement Addendum, in accordance with Section 11 (Amendment/Waiver), below. Thereafter, for each subsequent twelve (12) month period, the parties may negotiate revised compensation terms to be detailed in future addenda, in accordance with Section 11 (Amendment/Waiver), below.

10. Entire Agreement

This Agreement, and any exhibits attached hereto, all being a part hereof, represent and constitutes the entire and integrated Agreement of the parties hereto and supersedes all prior negotiations, representations, offers, and agreements, whether written or oral between the parties with respect to the subject matter of this Agreement.

11. Amendment/Waiver

- a. This Agreement cannot be amended, modified or revised unless done so in a written addendum, signed by the parties. No provision of this Agreement may be waived unless done so in a written addendum, signed by the parties. The failure of a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- b. The parties may negotiate addenda which revise the terms of this Agreement at any time. Said revisions may include, but are not limited to, changes to the compensation and/or scope of work terms for the services to be performed under this Agreement. Unless the parties execute an addendum, the terms and conditions of this Agreement, or of the last executed addendum to this Agreement, shall remain in full force and effect.

12. Assignment

This Agreement may not be assigned, transferred or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party. No permitted assignment, transfer and/or disposition shall relieve a party of any of its responsibilities under this Agreement. Any assignment in violation of this paragraph shall be void. This Agreement shall be binding upon the parties and their respective successors and assigns.

13. No Third Party Beneficiaries

No party intends to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall insure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring any action for breach of this Agreement.

14. Signatory Authority

Each person signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of the party for whom he or she signs.

15. Unenforceability and Severability

If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

State of New Jersey Judiciary,
Vicinage 15

County of Gloucester

By: _____
Honorable Benjamin C. Telsey,
Trial Court Administrator

By: _____
Robert M. Damming, Director
Board of Chosen Freeholders

Date: _____

Date: _____

Master Service Agreement for Data Wiring Services
Vicinage 15 - Gloucester

State of New Jersey,
Administrative Office of
the Courts

By: _____
Shelley Webster, Director
Office of Management & Administrative Services

Date: _____

6-1

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY, DRUNK DRIVING ENFORCEMENT FUND FROM JULY 1, 2019 TO JUNE 30, 2020 FOR \$20,000.00

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit a grant application to the New Jersey Division of Highway Traffic Safety, Drunk Driving Enforcement Fund, to request funding for the Driving Under the Influence Sobriety Checkpoint & Saturation Patrol Program to assist in enforcing the driving while under the influence laws and to conduct programs and activities in accordance with N.J.A.C. 13:86-2.3; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Prosecutor's Office has submitted the grant application to the County Treasurer for review, and said agency has approved the application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey, Division of Highway Traffic Safety for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant application to the NJ Division of Highway Traffic Safety, Drunk Driving Enforcement Fund for \$20,000.00 for grant period July 1, 2019 to June 30, 2020 is hereby authorized, and the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant application and all necessary documents to obtain the funds to be used by the County Prosecutor's Office for funding the Driving Under the Influence Sobriety Checkpoint & Saturation Patrol Program; 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 that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 20,000.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 20,000.00

TOTAL GRANT FUNDING (e): \$ 20,000.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: 
Charles A. Fiore, Prosecutor Signature

DATE: 6/18/19

***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.



State of New Jersey
 Department of Law & Public Safety
 Division of Highway Traffic Safety
 P.O. Box 048
 Trenton, NJ 08625-0048
 www.njsaferoads.com



Phone (609) 633-9300

Fax (609) 633-9020

2019

Drunk Driving Enforcement Fund Application
N.J.S.A. 39:4-50.8 /N.J.A.C. 13:86

Law Enforcement Agency and Address:	Funding currently available:
Gloucester County Prosecutor's Office	2019 Surcharge Funds: \$ <u>20,000.00</u>
PO Box 623	2019 Bottle Tax Funds: \$ <u>included w/surcharge funds</u>
Woodbury, NJ 08096	Prior Unclaimed Funds: \$ _____
County: <u>Gloucester</u>	Total Funds Available: \$ <u>20,000.00</u>

Proposed Drunk Driving Enforcement Fund Expenditures

PRIMARY - MANDATORY:

(a minimum of 50 percent of total available funds, DHTS approval not required)

1. Officer overtime salaries for DWI patrols or checkpoints: \$ 5,000.00

OPTIONAL:

(DHTS approval not required)

2. Salaries for overtime court appearances of law enforcement office required in connection with prosecution of violation of 39:4-50: \$ _____

3. Audio visual equipment and supplies used to document and preserve evidence of Enforcement of 39:4-50: \$ _____

4. Breath testing instruments and supplies approved by the Attorney General pursuant to N.J.A.C. 13:51-3.1: \$ _____

5. Blood Test Kits: \$ _____

6. Safety equipment needed to conduct DWI Checkpoints for Enforcement of 39:4-50 (cones, flares, lighting, reflectorized vests): \$ _____

OTHER EXPENDITURE:

(DHTS approval required)

7. Request to expend funds for time or equipment not listed above: \$ 15,000.00

Funds expended must enhance the enforcement of 39:4-50.

Justification must be attached. Approval on a case by case basis.

Total DDEF Proposal (1-7) \$ 20,000.00

Anticipated Supplemental Budget Information

1. & 2. Overtime Salaries for DWI Patrols, Check Points and Court Time

Potential Enforcement Activities (check all that may apply)

DWI Patrols Court Time Check Points

If patrols are utilized:

How many officers will work a detail? _____

Maximum hourly salary? _____

Total number of hours per detail? _____

3. Audio Visual Equipment

Make _____ Model _____

Number of Units _____ Price/Unit \$ _____ Tapes \$ _____

Other _____ Cost \$ _____

Total \$ _____

4. Alcotest Unit & Supplies (Breathalyzer)

Make _____ Cost of Unit \$ _____

Repair Costs _____ Supplies _____

Total \$ _____

5. Blood Testing Kits

Cost/Kit \$ _____ Times _____ Kits =

Total \$ _____

6. Checkpoint Safety Equipment

Flares \$ _____ Cones \$ _____ Signs \$ _____ Lights \$ _____

Reflectorized Clothing \$ _____ Other \$ _____

Total \$ _____

7. Justification For Time Or Equipment Other Than That Above.

*see attached request

Total \$ 15,000.00

Expenditure of Previous SFY Grant Monies Report
July 1, 2018 Through June 30, 2019

Project Director's Name: Nicholas F. Schock Phone 856-384-5635

Number of Drunk Driving convictions during reporting period: _____

Number of Drunk Driving summonses written for this period: _____

1. Primary - Mandatory 50% overtime patrol or checkpoint salary detail.

- a. Total overtime man hours of Patrol activity: _____
- b. Total number of checkpoints held: _____
- c. Total overtime man hours of checkpoint activity: _____
- d. Total overtime salaries paid \$ _____

2. Optional Primary

- a. Overtime court salaries for DWI/DRE officer testimony
 _____ Hours worked @ \$ _____ per hour = \$ _____
- b. Audio Visual equipment and accessory costs \$ _____
- c. Alcotest Unit purchases and supplies or repairs (Breathalyzer) \$ _____
- d. Blood Testing Kits and accessories \$ _____
- e. Checkpoint equipment \$ _____

TOTAL Optional Primary \$ _____

3. Other Funding (Previous Approval Required)

Describe the goal of the task and how it was met. (ex: Education Programs at Schools or Civic Groups, Seminars or Training, etc. If additional space is needed please attach separate sheets)

*see attached sheet

Total Salaries: \$ _____
 Total Purchases: \$ _____
 Total Other Funding: \$ 20,000.00
DDEF Program Expenditures \$ 20,000.00

Supporting documentation not previously submitted is required under N.J.A.C. 13:86-2.5(b) from an entity receiving a grant from the DDE Fund. This documentation should prove overtime salaries were paid to a law enforcement officer working DWI patrols or checkpoints, or required court time for enforcing or convicting for 39:4-50. Purchase documents for authorized equipment, other items or activities must also be included. Acceptable documentation is outlined in the DDEF Summary. The undersigned certify that the information contained on this form is true and accurate to the best of our knowledge.

 Financial Director Date

**DRUNK DRIVING ENFORCEMENT FUND GRANT
THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY
7/1/19 – 6/30/20**

FREEHOLDER DESCRIPTION

These grant funds are surcharges collected as a result of drunk driving convictions in municipal police departments. A portion of these funds are given to the County Agency (Prosecutor's Office) to use in combating drunk driving. Previous grants have provided funds traffic cones and signs used at DWI checkpoints, projector used for training and court presentations, uniforms, promotional items, evidence grade DVD's, transportable digital recorders, digital transcribing kits, digital video recording system, digital camera system, an automated traffic counter used in determining locations and time frames for checkpoints, mug shot camera for Live Scan, one Dell computer for the NCIC TAC system. Mobile Data Terminal (MDT) mounting system, portable GPS units and mobile vehicle mounted police radios for use in response to crimes involving drunk, drugged or aggressive driving. Dash-mounted emergency warning lights and stealth mounted emergency warning light package for use at the scene of drunk, drugged, or aggressive driving related crash scenes, DWI checkpoints, etc., to ensure the safety of police officers at the scene, along with Passive Alcohol Sensor (PAS) Flashlights for use by greeters at DWI checkpoints to enhance the detection of drunk drivers. Software updates to several crash investigation programs for use in the documentation and reconstruction of drunk driving related crashes. Expert reconstruction fees for aid in the prosecution of a drunk driving related homicide investigation. These funds help to off-set operating expenses.

We are requesting funds under the current grant to purchase several software updates to crash investigation programs including but not limited to Expert Autostats, AR Pro, and CrashZone necessary in the reconstruction and documentation of drunk driving crashes. Newly supported cables and software update for the Crash Data Retrieval (black box) used in the reconstruction of drunken driving crashes. Emergency warning vehicle packages. Desktop computers to be used in the preparation of court cases related to drunk driving crashes. Membership renewals for crash investigator to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques. Uniforms, equipment and maintenance and service to the Gloucester County Highway Safety Taskforce trailer for use at DWI checkpoints. These items will be utilized to investigate and prosecute individuals charged in drunk, drugged or aggressive driving crashes. We would also utilize funds to supplement officer's salary during DWI checkpoint operations. \$20 per hour, per officer would be utilized to increase the \$55 pay rate to \$75 per hour.

DRUNK DRIVING ENFORCEMENT FUND APPLICATION
C-2/LINE ITEM NARRATIVE
7/1/19 – 6/30/20

120 Overtime

To supplement officer's salary for overtime spent during DWI checkpoint operations.

631 Police Equipment

To purchase:

Software updates to several crash investigation programs, including but not limited to: Expert Autostats, AR Pro, and Crash Zone for use in documentation and reconstruction of drunk driving crashes.

Newly supported cables and software update for the Crash Data Retrieval (black box) system used in the reconstruction of drunk driving related crashes.

Maintenance and service to the Gloucester County Highway Safety Taskforce trailer used in conducting DWI checkpoints, including but not limited to repainting, new decals, and repairs to the trailer plug.

Emergency warning vehicle packages, including flashing lights, siren, portable radio chargers, and power inverters.

Two (2) desktop computers to be used in the preparation of court cases related to drunk driving crashes.

Evidence grade DVD's for the preservation of drunk driving related evidence (statements, photographs, etc.).

Promotional items, including but not limited to pens, clips, post-its, water bottles; displaying anti-drunk driving messages including the Gloucester County Highway Safety Taskforce website.

Uniforms and equipment for use at DWI checkpoints, including but not limited to: shirts, pants, boots, reflective vests and shirts, and flashlights.

921 Meetings, Membership & Dues

Membership dues renewals for the crash investigator to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques.

**RESOLUTION AUTHORIZING AN APPLICATION TO THE DEPARTMENT OF
HOMELAND SECURITY FOR THE FEMA FY2019 PORT SECURITY GRANT
PROGRAM FOR \$16,000.00**

WHEREAS, the Gloucester County Board of Chosen Freeholders seek to apply to the FEMA FY2019 Port Security Grant Program through the Department of Homeland Security in a total amount of \$16,000.00; and

WHEREAS, the funding will be used to purchase a tactical robot to be used by SWAT during critical events at the Port of Paulsboro and the surrounding area; and

WHEREAS, the County Prosecutor's Office 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 County Prosecutor's Office has submitted the grant application to the County's Department of Treasury for review, and said agency has approved the application, and the Board of Chosen Freeholders of the County 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 for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign any and all documents necessary for the County's application to FEMA FY2019 Port Security Grant Program in the amount of \$16,000.00; 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 that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

TOTAL PROGRAM BUDGET \$ 16,000

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0.00

TOTAL OTHER EXPENSES (b): \$ 16,000

TOTAL FRINGE (c): \$ 0.00

TOTAL PROGRAM COST (d): \$ 16,000

TOTAL GRANT FUNDING (e): \$ 16,000

TOTAL COUNTY FUNDING (f): \$ 0.00

DEPT. HEAD: Charles Stone
Signature

DATE: 6/11/19

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

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

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

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

GLOUCESTER COUNTY BUDGET
EQUIPMENT REQUEST EXPLANATIONS

20652 - Equipment

RECON ROBOTICS Tactical Robot (Throwbot 2 base Kit -
Channel C.2 with OCU II)

Total - \$16,000

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

SENSITIVE
SECURITY
INFORMATION

OMB Control Number: 1660-0114
Expiration: 05/31/2020

PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION

Warning: Please follow the Notice of Funding Opportunity Guidance while completing this form.

PART I - INVESTMENT HEADING

ORGANIZATION NAME (Legal Name Listed On The SF-424): Gloucester County Prosecutor's Office		STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: Gloucester County, New Jersey	
TYPE OF ORGANIZATION: Local Agency	STATE OR LOCAL AGENCY: First Responder – Law Enforcement	OTHER:	
PROJECT'S CAPTAIN OF THE PORT ZONE: Delaware Bay	INVESTMENT JUSTIFICATIONS (Ex. 1 of 1): 1 of 1		

PART II - BASIC PROJECT INFORMATION

PROJECT TITLE: SWAT Tactical Robot	
PROJECT SERVICE(S)/EQUIPMENT SUMMARY:	The Gloucester County SWAT Team, will seek to improve response, tactics and preparedness in the areas of Terrorist Events capabilities with funding provided through the Federal Port Security Grant. As delineated within the submitted Investment Justification, this investment will enhance the capabilities of SWAT response to terrorist events by purchasing a tactical robot for remote operations.
IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107? Yes	
IF YES, IDENTIFY THE COST SHARE EXEMPTION: Total costs for all projects are not more than \$25,000	
FEDERAL SHARE: \$16000.00	COST SHARE: \$0.00
TOTAL PROJECT COST: \$16000.00	
(Total Project Cost x 0.75)	(Total Project Cost x 0.25)
(Fed Share/0.75; or Cost Share/0.25)	
PROJECT CATEGORY: Equipment	NEW CAPABILITY OR MANAGEMENT/SUSTAINMENT: New Capability

PART III - ELIGIBILITY INFORMATION

PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107

WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?:	AREA MARITIME SECURITY PLAN: <input checked="" type="checkbox"/>	FACILITY SECURITY PLAN: <input checked="" type="checkbox"/>
	PORT-WIDE RISK MANAGEMENT PLAN: <input checked="" type="checkbox"/>	VESSEL SECURITY PLAN: <input checked="" type="checkbox"/>
IF NONE OF THE ABOVE ARE APPLICABLE, PLEASE LIST OTHER PORT RELATED SECURITY PLANS OR CIRCUMSTANCES THAT APPLY TO THIS PROJECT AND YOUR ORGANIZATION:		<input checked="" type="checkbox"/> N/A
ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE? Yes	IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No	
IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? No	IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:	
IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? No	The Gloucester County SWAT Team is the primary tactical response team for any terrorist event in Gloucester County, New Jersey	
IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT (MTSA) OF 2002, AS AMENDED?		Yes
STATE AND LOCAL AGENCIES ONLY - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?		Yes
STATE AND LOCAL AGENCIES ONLY - ARE YOU THE PRIMARY RESPONDING AGENCY TO MTSA REGULATED FACILITY?		Yes

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SENSITIVE SECURITY INFORMATION

PARTY POINTS OF CONTACT FOR ORGANIZATION	
SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AWARD AGREEMENT	AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT
NAME: Charles A. Fiore, County Prosecutor	NAME: James Reilly, SWAT Commander
ORGANIZATION: Gloucester County Prosecutor's Office	ORGANIZATION: Gloucester County Prosecutor's Office
ADDRESS: 70 Hunter Street Woodbury, New Jersey 08096-4606	ADDRESS: 70 Hunter Street Woodbury, New Jersey 08096-4606
PHONE: 8563845500	PHONE: 8563845630
E-MAIL: cfiore@co.gloucester.nj.us	E-MAIL: jreilly@co.gloucester.nj.us

PART 2 PHYSICAL LOCATION OF PROJECT

The intent of this section is to verify the primary location the project is being implemented to address the PSGP and port area priorities. The applicant's primary area of responsibility for utilizing the project should be identified. This includes training, exercises, interoperable systems, vessel equipment and regionally beneficial projects. Secondary areas of responsibility are not considered the project location. Please identify the location from which the project will be implemented/deployed (the applicant facility address), such as fire or police departments or MTSA regulated facility.

PHYSICAL ADDRESS OF THE PROJECT LOCATION:	BRIEF DESCRIPTION OF THE PROJECT LOCATION:					
<table border="1"> <tr> <td>Street Address: 70 Hunter Street</td> <td rowspan="4">The County of Gloucester is approximately 828 square miles and a population of 790,638 residents. Gloucester County is home to several critical infrastructures to include Paulsboro Refining Company, Sunoco Logistics, Paulsboro Logistics, Solvay, and the Port of Paulsboro. Additionally, Gloucester County borders 25 miles of the Delaware River and it's tributaries.</td> </tr> <tr> <td>City: Woodbury</td> </tr> <tr> <td>State: New Jersey Zip Code: 08096</td> </tr> <tr> <td>LATITUDE & LONGITUDE: 39.838169, -75.152679</td> </tr> </table>	Street Address: 70 Hunter Street	The County of Gloucester is approximately 828 square miles and a population of 790,638 residents. Gloucester County is home to several critical infrastructures to include Paulsboro Refining Company, Sunoco Logistics, Paulsboro Logistics, Solvay, and the Port of Paulsboro. Additionally, Gloucester County borders 25 miles of the Delaware River and it's tributaries.	City: Woodbury	State: New Jersey Zip Code: 08096	LATITUDE & LONGITUDE: 39.838169, -75.152679	
Street Address: 70 Hunter Street	The County of Gloucester is approximately 828 square miles and a population of 790,638 residents. Gloucester County is home to several critical infrastructures to include Paulsboro Refining Company, Sunoco Logistics, Paulsboro Logistics, Solvay, and the Port of Paulsboro. Additionally, Gloucester County borders 25 miles of the Delaware River and it's tributaries.					
City: Woodbury						
State: New Jersey Zip Code: 08096						
LATITUDE & LONGITUDE: 39.838169, -75.152679						

PART 3 STATE AND LOCAL AGENCIES' ROLE IN PROVIDING LAYERED PROTECTION OF REGULATED ENTITIES

DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION.

The Gloucester County Prosecutor's Office, Special Weapons and Tactics (SWAT) Team is the primary tactical response team for any Terrorist Event in Gloucester County which includes Paulsboro Refining Company, Sunoco Logistics, Paulsboro Logistics Terminal, Solvay, and the Port of Paulsboro. Currently, the Gloucester County SWAT Team is comprised of twenty (24) Team Operators and six (6) negotiators from twelve (12) local police departments and is overseen by the Gloucester County Prosecutor's Office. SWAT is detailed by Prosecutor's Office directive, policy and procedures, with responding and mitigating critical incidents that present special problems to police officers, citizens, and victims.

The Gloucester County Prosecutor's Office policy directs all police departments within Gloucester County to utilize the Gloucester County Special Weapons and Tactics (SWAT) Team in response to all critical incidents. Critical Incidents subject to activation of the SWAT Team include Barricade Situations, Hostage Situation, High Risk Surveillance, Acts of Terrorism, Emergency Management Operations, High Risk Search Warrants, Personal Protection Details, and Site Security Details for Bomb Squad Operations.

As with its name, Special Weapons and Tactics, are designed to resolve these critical incidents in a safe and efficient manner. Besides the vast amount of critical incidents they are called upon to resolve, they continually deal with different terrain. Areas such as the Paulsboro Refining Company, Sunoco Logistics, Paulsboro Logistics Terminal, Solvay, and the Port of Paulsboro. Besides the land mass associated with these critical infrastructures, they will be called upon to handle multiple building, containers, vehicles, and vessels.

The Gloucester County Prosecutor's Office participates in the AMSC Law Enforcement Sub-Committee and has established protocols in conjunction with local police agencies, Gloucester County OEM, Gloucester County Incident Management Group, Gloucester County EMS and Gloucester County Communications to dispatch a major response group for any Terrorist Event in Gloucester County. This group includes district zone officers from surrounding agencies, Gloucester County SWAT, Gloucester/Camden Regional Bomb Squad and Gloucester County Sheriff's Department K-9 teams. This group has the ability to respond with local law enforcement to mitigate active terrorist incidents and to provide target hardening operations for critical infrastructure. SWAT Team members can deploy from land or water to suppress active terrorist incidents in support of counter-terrorism operations. These policies and procedures were instituted to respond, mitigate, and recover from acts of terrorism in Gloucester County.

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SENSITIVE SECURITY INFORMATION

PART V: ALL AGENCIES/ORGANIZATION IMPORTANT FEATURES

DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION (e.g., interrelationship of your operations with other eligible high-risk ports, Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), Etc.). **PLEASE LIST ALL AGENCIES WITH WHOM YOU HAVE A MARITIME SECURITY MOU OR MOA.**

The Gloucester County Prosecutor's Office is the chief law enforcement agency in Gloucester County and has the duty to issue directives to each of the 20 law enforcement agencies in Gloucester County. The Gloucester County Prosecutor's Office has established protocols in conjunction with local police agencies, Gloucester County OEM, Gloucester County Incident Management Group, Gloucester County EMS and Gloucester County Communications to dispatch a major response group for any Terrorist Event in Gloucester County. This group includes district zone officers from surrounding agencies, Gloucester County SWAT, Gloucester/Camden Regional Bomb Squad and Gloucester County Sheriff's Department K-9 teams. This group has the ability to respond with local law enforcement to mitigate active Terrorist incidents and to provide target hardening operations for critical infrastructure.

The Gloucester County Prosecutor's Office policy directs all police departments within Gloucester County to utilize the Gloucester County Special Weapons and Tactics (SWAT) Team in response to all critical incidents. Critical incidents subject to activation of the SWAT Team include Barricade Situations, Hostage Situation, High Risk Surveillance, Acts of Terrorism, Emergency Management Operations, High Risk Search Warrants, Personal Protection Details, and Site Security Details for Bomb Squad Operations. SWAT Team members can deploy from land or water to suppress active terrorist incidents in support of counter-terrorism operations.

These policies and procedures were instituted to respond, mitigate, and recover from acts of terrorism in Gloucester County.

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SENSITIVE SECURITY INFORMATION

PART VII INVESTMENT JUSTIFICATION ABSTRACT

WHAT WILL THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, contracts, fencing, etc.)?

Tactical Robot

ARE ANY PROJECT ITEMS ON THE CONTROLLED EQUIPMENT LIST

(please reference FEMA Information Bulletin 407):

Yes

IF YES, PLEASE PROVIDE THE AUTHORIZED EQUIPMENT LIST (AEL) NUMBER(S) FOR CONTROLLED EQUIPMENT:

030E-07-ROBT- Robots

SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

The Gloucester County Prosecutor's Office will seek to improve response, tactics and preparedness in response to Terrorist event capabilities with funding provided through the Federal Port Security Grant. As delineated within this Investment Justification, this investment will enhance the capabilities of the Gloucester County SWAT Team, in response to Terrorist events by purchasing a Tactical Robot. This project complies with AEL number 030E-07-ROBT-Robots. This investment will address the National Priorities of Enhancing the Protection of Soft Targets (the tactical robot can be utilized to assist in clearing buildings, containers and vessels when mitigating a soft target attack), Enhancing Weapons of Mass Destruction (WMD) and improvised device prevention, detection, response and recovery capabilities (tactical robot can be utilized in identification of IED, Render Safe Operations and assist with site security during bomb squad operations), Enhancing Cybersecurity and Addresses Emergent Threats such as Unmanned Aerial Systems (UAS) (tactical robot's on-board camera system can be utilized to screen passenger vehicles and cargo in target hardening operations). Additionally, this investment will enhance the Captain of the Port Priorities of TSI #1 Vehicle Borne Improvised Explosive Device (tactical robot can be utilized in scanning buildings, cargo and vessels to identify potential IED and assist with site security during Render Safe Operations) and TSI #2 Attack by a Terrorist Assault Team (tactical robot can be quickly deployed to screen containers, buildings and vessels for assailants), by funding the purchase of a Tactical Robot. This robotic platform will support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection operations. The Gloucester County SWAT Team members are comprised various officers from local departments with tactical response protocols for the critical infrastructure. Gloucester County has taken some preventive measures to establish response groups for Terrorist events where critical infrastructure is located. The Gloucester County SWAT Team is part of this major response group that is immediately notified on any Terrorist Event within Gloucester County. Some members have the capability of providing immediate response to critical infrastructure, such as the Port of Paulsboro, and will deploy along with responding local officers. This process has proved effective for our county and was recently tested with the response to an active shooter/hostage event that took place in a UPS Distribution Center, Logan Township, Gloucester County in January 2019. SWAT Team officers were part of the initial law enforcement response.

The investment of purchasing a Tactical Robot to be utilized in response to Terrorist events in Gloucester County to include the Port of Paulsboro and the Paulsboro Refining Company, who has the third highest MSRAM score in the Delaware Bay Sector, will enhance response, mitigation and recovery by permitting the Gloucester County SWAT Team, to quickly deploy the Tactical Robot to identify, detect, and clear multiple building, containers, vehicles, and vessels of radiological, nuclear, chemical and biological terrorist weapons on international vessels (passenger and cargo), to enhance the rapid response to a Terrorist event on a ship or in a port, and detection of terrorist infiltration via cargo containers in order to effectively identify the method of attack, mitigate the attack and recovery to normal operations in an efficient time.

The investment to fund the purchase of a Tactical Robot will be the first robotic platform with the capabilities of being thrown by personnel into hazardous environments to assist responding personnel to respond to a Terrorist event on a ship or in a port, and detection of terrorist infiltration via cargo containers.

Currently, SWAT and Bomb assets have robotic platforms that require a set up time before deploying. These robotic platforms are bulky and require substantial room to maneuver. The Tactical Robot weighs approximately 3 pounds and can be carried by a single person and deployed within minutes. The Tactical Robot can be thrown over 30 feet and can detect hazards in ambient or low light conditions.

The investment of this robotic platform will enhance the response, detection, mitigation and recovery time in a Terrorist event at critical infrastructures by permitting members of the Gloucester County SWAT Team, to quickly deploy, identify the threat, and establish a mitigation plan and begin the recovery process in a Terrorist event in Gloucester County.

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SENSITIVE SECURITY INFORMATION

PART VIII NATIONAL PRIORITIES

IDENTIFY ONE NATIONAL PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Port Resilience and Recovery Capabilities

DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

- HOW THIS INVESTMENT ADDRESSES VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S).

This investment will address the National Priorities of Enhancing the Protection of Soft Targets (the tactical robot can be utilized to assist in clearing buildings, containers and vessels when mitigating a soft target attack), Enhancing Weapons of Mass Destruction (WMD) and Improvised device prevention, detection, response and recovery capabilities (tactical robot can be utilized in identification of IED, Render Safe Operations and assist with site security during bomb squad operations), Enhancing Cybersecurity and Addresses Emergent Threats such as Unmanned Aerial Systems (UAS) (tactical robot's on-board camera system can be utilized to screen passenger vehicles and cargo in target hardening operations). Additionally, this investment will enhance the Captain of the Port Priorities of TSI #1 Vehicle Borne Improvised Explosive Device (tactical robot can be utilized in scanning buildings, cargo and vessels to identify potential IED and assist with site security during Render Safe Operations) and TSI #2 Attack by a Terrorist Assault Team (tactical robot can be quickly deployed to screen containers, buildings and vessels for assailants), by funding the purchase of a Tactical Robot. This robotic platform will support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection operations.

This investment also complies with the Federal Emergency Management Agency, National Response Framework, Emergency Support Function #13- Public Safety and Security Annex. Being the Chief Law Enforcement Agency in Gloucester County, the Gloucester County Prosecutor's Office is the lead law enforcement organization during a natural/ man-made disaster or act of terrorism. During an ESF #13 activation, through a national, state or local OEM activation, the Gloucester County SWAT team would provide tactical response to critical incidents and/or provide target hardening at critical infrastructure sites.

After Super Storm Sandy, the Paulsboro Refining Company was the only operational refinery in New Jersey and these terminals fed the Philadelphia International Airport. In addition, this project supports the Facility Security Plans of our Port partners in response to suspicious activity as part of their USCG approved plans and augmenting Law Enforcement Resources on the water as described in SRMP gap "Response 9."

This investment will assist the Gloucester County SWAT Team, and local law enforcement with detection of radiological, nuclear, chemical and biological terrorist weapons on international vessels (passenger and cargo), Rapid Response to a Terrorist event on a ship or in a port and detection of terrorist infiltration via cargo containers.

The Tactical Robot will enhance response and detection capabilities by providing a remote platform with on-board camera that will assist with scanning and identifying threats, contraband and hazards hidden within shipping containers, port buildings, and vessels, without jeopardizing the safety of SWAT Operators, Bomb Squad Technicians, HAZMAT Technicians and/or local law enforcement officers during terrorist events.

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SENSITIVE SECURITY INFORMATION

PART IX - NATIONAL PREPAREDNESS GOAL

IDENTIFY ONE CORE CAPABILITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

On-Scene Security, Protection, and Law Enforcement

PART X - IMPLEMENTATION PLAN

PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

The major milestone in the implementation of this investment will be as follows:

1. Upon notification of award, submit a Gloucester County Freeholder "budget amendment form" to officially except the grant funding.
2. Prepare a Gloucester County purchase order and send to vendor.
3. Upon the vendor receiving purchase order, the tactical robot will be prepped and shipped.
4. Receipt of the Tactical robot at Gloucester County Prosecutor's Office.
5. Provide training to operators (vendor training is included in price.)
6. Operationally implemented.

Total time for operational readiness: 8 months

Upon notification of the award, the tasks that will need to occur to purchase the Tactical robot will include the preparation of a Gloucester County Budget Amendment Form that is required by the County governing body to except the grant funding and prepared the purchase authorization. Once this is completed the Gloucester County purchasing department will forward a Purchase Order to the vendor. Once the vendor is in receipt of the Purchase Order, they will ship the Tactical robot within ten (10) days.

Once we receive the Tactical robot, it will be inspected and tested for operational readiness. Once tested, SWAT Team members will receive operational training and it will be issued to the SWAT team for response to terrorist events, port security and protection details (target hardening). The total time expected to become operational readiness is no more than (8) months upon receipt of grant funding.

Additionally, response exercises are being planned with critical infrastructure partners to include the deployment of tactical robots. If funding is approved, the tactical robot will be tested in containers, cargo, buildings, and vessels to enhance operations during a terrorist event.

There are no known factors that would delay this time line.

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FY 2019 PSGP Budget Detail Worksheet

Gloucester County Prosecutor's Office, New Jersey

Purpose: The budget detail worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. Applicants may submit the budget and budget narrative using this form or in the format of their choice (plain sheets, the applicant's own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to the project budget may be deleted. Below is an example for reference purposes.

- A. Personnel.** List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/ Position	Computation	Cost
Total Personnel		\$ 0

- B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project

Name/ Position	Computation	Cost
Total Fringe Benefits		\$ 0

- C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Total Travel				\$ 0

- D. Equipment.** The investment into a Throwbot 2 base Kit-channel C.2 with OCU II, AEL # 03OE-07-ROBT- Robots, will enhance the Gloucester County Major Response Group, to include the Gloucester County SWAT Team, capabilities by purchasing and implementing the Throwbot 2 base Kit-channel C.2 with OCU II. This Robotic platform will support response operations to Terrorist events to include various mission areas such as, explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection operations.

Budget Narrative: The Gloucester County Prosecutor's Office will seek to improve response, tactics and preparedness in response to Terrorist event capabilities with funding provided through the Federal Port Security Grant. As delineated within this Investment Justification, this investment will enhance the capabilities of the Gloucester County Major Response Group, to include the Gloucester County SWAT Team, in response to Terrorist events by purchasing a Throwbot 2 base Kit-channel C.2 with OCU II for remote robotic operations. This item is listed under the approved Equipment List # 03OE-07-ROBT- Robots. This investment will address the national priorities of Enhancing the Protection of Soft Targets and the Captain of the Port Priorities of Response to Small Arms Attacks by funding the purchase of a Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II). This Robotic platform will support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection operations. The Gloucester County SWAT Team members are comprised various officers from local departments with tactical response protocols for the Port of Paulsboro. Gloucester County has taken some preventive measures to establish response groups for Terrorist events where critical infrastructure is located. The Gloucester County SWAT Team is part of this major response group that is immediately notified on any Terrorist Event within Gloucester County. Some members have the capability of providing immediate response to critical infrastructure, such as the Port of Paulsboro, and will deploy along with responding local officers. This process has proved effective for our county and was recently tested with the response to an active shooter/hostage event that took place in a UPS Distribution Center, Logan Township, Gloucester County in January 2019. SWAT Team officers were part of the initial law enforcement response.

The investment of purchasing a Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II) to be utilized in response to Terrorist events in Gloucester County to include the Port of Paulsboro, will enhance response, mitigation and recovery by permitting the Gloucester County Major Response Group, to include the Gloucester County SWAT Team, to quickly deploy the Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II) to identify, detect, and clear multiple building, containers, vehicles, and vessels of radiological, nuclear, chemical and biological terrorist weapons on international vessels (passenger and cargo), to enhance the rapid response to a Terrorist event on a ship or in a port, and detection of terrorist infiltration via cargo containers in order to effectively identify the method of attack, mitigate the attack and recovery to normal port operations in an efficient time.

The investment to fund the purchase of a RECON ROBOTICS Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II) will be the first robotic platform with the capabilities of being thrown by personnel into hazardous environments to assist responding personnel to respond to a Terrorist event on a ship or in a port, and detection of terrorist infiltration via cargo containers.

Currently, SWAT and Bomb assets have robotic platforms that require a set up time before deploying. These robotic platforms are bulky and require substantial room to maneuver. The Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II) weighs approximately 3 pounds and can be carrying by a single person and deployed within minutes. The Tactical Robot (Throwbot 2 base Kit- Channel C.2 with OCU II) can be thrown over 30 foot and can detect hazards in ambient or low light conditions.

The investment of this robotic platform will enhance the response, detection, mitigation and recovery time in a Terrorist event at the Port Of Paulsboro by permitting members of the Gloucester County Major Response Group, to include the Gloucester County SWAT Team, to quickly deploy, identify the threat, and establish a mitigation plan and begin the recovery process in a Terrorist event at the Port of Paulsboro.

Item	Computation	Cost
Throwbot 2 base Kit- Channel C.2 with OCU II	1 each	\$16000
Total Equipment		\$16000

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization’s own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		\$ 0

F. Consultants/Contracts. Indicate whether applicant’s procurement policy follows standards found in 2 C.F.R. § 200.318(a). **Consultant Fees:** For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal- Consultant Fees			\$ 0

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal- Consultant Fees			\$0

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal-Contracts	\$0
Total Consultants/ Contracts	\$0

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the budget detail worksheet.

Description	Computation	Cost
Total Other		\$0

H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached

Description	Computation	Cost
Total Indirect Costs		\$0

Budget Summary - When the budget detail worksheet has been completed, applicants should transfer the total for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
Equipment	\$16,000	\$0

Total Requested Federal Amount	Total Non- Federal amount
\$16,000	0
Combined Total Project Costs	
\$16,000	

b-3

**RESOLUTION ACCEPTING FUNDS REGARDING THE VICTIMS OF CRIME ACT
GRANT FOR \$425,169.00**

WHEREAS, by Resolution adopted May 15, 2019, the Gloucester County Board of Chosen Freeholders authorized an application to the New Jersey Office of Victim-Witness Advocacy by the County Prosecutor's Office for capital funds under the Victims of Crime Act ("VOCA") Grant VOCA 08-17; and

WHEREAS, grant funds were awarded in the amount of \$425,169.00, with an in-kind match of \$122,937.00, for a total amount of \$548,106.00 for grant period July 1, 2019 to June 30, 2020 which will partially pay for salaries of employees of the Victim/Witness Unit.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the grant funds awarded pursuant to the Victims of Crime Act ("VOCA") Grant VOCA 08-17 as referenced hereinabove, and will comply with all applicable regulations of the granting authority including the provision of any necessary additional assurances as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

The name of the Subrecipient's Unit of Government/Non-Profit Organization;

The name of the Federal Grant Program;

The Subaward number;

The Subaward period;

The total amount of the award which must include and specifically identify the Federal amount and any required in-kind or cash match (if applicable, also identify any required local match);

Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and

Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



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

FY AND GRANT NAME FFY17 Victims of Crime Act (VOCA)	SUBAWARD AMOUNT
PROJECT TITLE County Office of Victim Witness Advocacy	Federal \$ 425,169.00
	Match \$ 122,937.00
	Total \$ 548,106.00
	Subrecipient Indirect Cost Rate (ICR) N/A
SUBRECIPIENT Gloucester County	CFDA NO. 16.575 - Crime Victim Assistance
DUNS NO. 957362247	CFDA AMOUNT \$ 2,237,000,000.00
FEDERAL AWARD IDENTIFICATION NO. 2017-VA-GX-0058	FEDERAL AWARD DATE 9/28/2017
FEDERAL AWARDOING AGENCY Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice	FEDERAL AWARD AMOUNT \$ 50,279,830.00
	L&PS ICR 3.16%
STATE ACCOUNT NO. FY18-100-066-1020-142	DATE OF AWARD 6/21/2019

In accordance with the provisions of 42 U.S.C. § 10603(a) and N.J.A.C. § 13:1E-1.2(c) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. Project provides services to victims of all crime.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Robert M. Damminger, Freeholder Director
Typed Name of Official and Title

Date

Date

Division Contact

Subaward Number: V-08-17

Name: William H. Cranford

Subaward Period: 07/01/19 to 06/30/20

Title: Acting Administrator

Email: Grants@njoag.gov

Subrecipient Fiscal Year Start Date: January

Phone Number: 609-376-2445

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: County of Gloucester		
Address: 2 South Broad St., Woodbury NJ 08096		
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?		Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 95-736-2247	Vendor Number (only if direct recipient)	
Name and Title of Contact Person: Joann Schneider, Chief Clerk		
Telephone Number: 856-853-3264	E-Mail Address: jschneider@co.gloucester.nj.us	
Section A—Declaration Claiming Complete Exemption from the EEOP Requirement		
Please check all the following boxes that apply.		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____		[responsible
official], certify that _____		
[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.		
I further certify that _____		[recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.		
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
Print or Type Name and Title	Signature	Date
Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review		
If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):		
I, Joann Schneider		[responsible
official], certify that County of Gloucester		
[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:		
Human Resources		
[organization],		
2 South Broad St., Woodbury NJ 08096		
[address].		
Joann Schneider, Chief Clerk		
Print or Type Name and Title	Signature	Date
Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review		
If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.		
I, _____		[responsible
official], certify that _____		
[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____		
[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.		
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
Print or Type Name and Title	Signature	Date

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM

To be completed by Subrecipient:

1. Agency Name:
County of Gloucester
2. City: Woodbury 3. State: NJ 4. Zip + 4: 08096 - 4606
5. Congressional District: District 5
6. DUNS number: 95-736-2247 (<http://www.dnb.com/us/>)
7. Parent DUNS Number, if a subsidiary or controlled by a Parent organization: _____
8. Location of Primary Place of Performance of Project (if different than above):
City: _____ State: _____ Zip +4: _____ - _____
Congressional District: _____
9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year received—
 (a) 80 percent or more of its annual gross revenues in Federal awards; and
 (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
 Officer Name Total Compensation
#1 _____
#2 _____
#3 _____
#4 _____
#5 _____
10. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____
2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____ 5. Award Number: _____
6. Transaction Type: _____
7. CFDA Number: _____
8. Program Source: _____
9. Descriptive Title of Project: _____
- Date of Award (OAG use only): _____



B-4

RESOLUTION AUTHORIZING A CONTRACT WITH DUALL BUILDING RESTORATION, INC., FOR \$34,855.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for power washing of various County buildings to bid specifications found at PD-019-034; and

WHEREAS, bids were publicly received and opened on June 20, 2019; and

WHEREAS, after following proper bidding procedure, it was determined that Duall Building Restoration, Inc. located at 531 Union Mill Road, Mt. Laurel, NJ 08054 was the lowest responsive and responsible bidder for power washing to various County buildings; and

WHEREAS, the Treasurer has certified the availability of funds for the amount of \$34,855.00 pursuant to CAF # 19-05816 which amount shall be charged against budget line item C-04-19-018-310-18292.

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 Duall Building Restoration, Inc., for \$34,855.00 for power washing of various County buildings as set forth in PD-019-034, 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, July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
DUALL BUILDING RESTORATION, INC.**

THIS CONTRACT is made effective the 10th day of July, 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 **DUALL BUILDING RESTORATION, INC.**, with a mailing address of **531 Union Mill Road, Mt. Laurel, NJ 08054**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for power washing of County buildings as per bid specifications PD-019-034; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Agreement shall be for the one (1) year period following County issuance to Contractor of a written "Notice to Proceed."

2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD-019-034**, for a total amount of \$34,855.00.

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

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

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be as set forth in the specifications identified as PD-019-034, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the bid specifications identified as PD-019-034, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license

suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the

other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.
- Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.
- The fifth and any lower ranked persons on each list will be excluded from further consideration.
- The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.
- In the event of a tie, the mediator shall be chosen by lot.

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

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

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior written 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 shall consist of this document, the specifications of PD-019-034 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 10th day of July, 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**

ATTEST:

DUALL BUILDING RESTORATION, INC.

**ROBERT ATKINSON,
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.	19-05816

SHIP TO

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

VENDOR #: DUALL010

VENDOR
DUALL BUILDING RESTORATION INC
531 UNION MILL ROAD
MT. LAUREL, NJ 08054

ORDER DATE: 07/01/19
REQUISITION NO: R9-20611
DELIVERY DATE:
STATE CONTRACT: PD-19-034
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AS PER PD 019-034 AND SPECS INCLUDED IN BID POWER WASHING OF COUNTY ADMINISTRATION BUILDINGS 2 SOUTH BROAD STREET WOODBURY NJ PO AND CONTRACT IS FOR ALL 5 AREAS SPECIFIED ON THE BID TO BE COMPLETED AT SAME TIME.	C-04-19-018-310-18292 Countywide Power Washing	34,855.0000	34,855.00
			TOTAL	34,855.00

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.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE DATE		<i>Jacques J. Gindore</i> TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p>PD 019-034 Bid Opening 06/20/2019 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR POWER WASHING OF COUNTY BUILDINGS</p>					
	<p>VENDOR: US Unique Services, LLP 139 Crescent Hollow Drive Sewell, NJ 08080 Vince Giunta, General Partner 856-464-2200 856-464-2291 - Fax</p>	<p>VENDOR: Duall Building Restoration, Inc. 531 Union Mill Road Mt. Laurel, NJ 08054 Robert Atkinson, President 856-273-8200 856-273-8206 - Fax</p>	<p>VENDOR: Old Philadelphia Associates, Inc. 315 S. Bolmar Street West Chester, PA 19380 Vicki Lee, President 610-436-8022 610-436-8045 - Fax</p>		
	<p>BID REJECTED -DID NOT SUBMIT PUBLIC WORKS CONTRACTOR REGISTRATION</p>				
ITEM DESCRIPTION					
1. Front façade and lower section of Administration Building and entire Leslie Building (No Stucco)	\$5,495.00	\$7,175.00	\$5,400.00		
2. Entire Front of Administration Building and entire Leslie Building	\$7,995.00	\$8,200.00	\$14,790.00		
3. Lower Section of Cooper Street Side of Administration Building (No Stucco)	\$3,495.00	\$7,175.00	\$6,900.00		
4. Entire Cooper Street Side of Administration Building	\$8,995.00	\$9,740.00	\$31,710.00		
5. Inner Section of concrete on front side of Administration Building and Leslie Building	\$1,295.00	\$2,565.00	\$2,400.00		
COST FOR ALL FIVE AREAS	\$27,275.00	\$34,855.00	\$61,200.00		
Cost of Lift rental and police vehicle included in costs					
Days to Complete	4-5 Days	5 Days	20 working days		
Variations	If all areas are awarded at the same time, the cost is \$19,985.00			None	None
Bid Specifications sent to:	Mainstream Enterprises Fleetwash, Inc. Quality Facility Solutions Precision Powerwash Prime Vendor	Mercer Technologies Firm Onvia Partners in Shine Blue Book Building and Construction Network CIS Leads			
<p>Based upon the bids received, I recommend Duall Building Restoration, be awarded the contract as the lowest responsive, responsible bidder.</p>					
	Sincerely,				
	Kimberly Larter Purchasing				

RESOLUTION APPROVING THE PY 2019 ANNUAL ACTION PLAN

WHEREAS, pursuant to requirements established by the U.S. Department of Housing and Urban Development, the County of Gloucester adopted a Resolution on July 8, 2015 approving its five-year Consolidated Plan, which identified housing and community development needs, and develops priorities and multiyear goals from September 1, 2015 to August 31, 2020; and

WHEREAS, the Consolidated Plan requires that each year the County must prepare an Annual Action Plan and the County of Gloucester has prepared the PY 2019 Annual Action Plan to assist low and moderate income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities, and community development opportunities, for the period September 1, 2019 through August 31, 2020; and

WHEREAS, the County's Action Plan serves as the framework which aligns and focuses funding from the Community Development Block Grant Program (CDBG) through the PY 2019 Urban County Entitlement Grant, which includes Washington Township's allocation, and the Federal Home Investment Partnership Program (HOME) through the HOME Consortia, which consists of all Gloucester County municipalities; and

WHEREAS, the PY 2019 Annual Action Plan was made available for public hearing on April 30, 2019 and June 27, 2019.

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

1. The PY 2019 Annual Action Plan, which includes the applications for funding from the PY 2019 Urban County CDBG Entitlement Program in the amount of \$1,354,747.00, which is inclusive of an allocation for Washington Township, and the HOME Program through the County's HOME Consortia in the amount of \$573,217.00, is hereby approved and the Freeholder Director is hereby authorized and directed to file a copy of said applications with the meeting minutes.
2. The Freeholder Director is authorized to: (a) act as a representative of the County of Gloucester, and (2) execute and file applications for financial assistance for such amounts as the U.S. Department of Housing and Urban Development is willing to make available under the specified programs and assure compliance with the conditions that are imposed in accepting funding from these programs, and (3) provide such assurances and execute any and all certifications as required by the U.S. Department of Housing and Urban Development, including any additional or revised data which may be requested during the review of said applications.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2019, _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

Freeholder Director
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

Date

Freeholder Director
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): [] * Other (Specify): []		
* 3. Date Received: []		4. Applicant Identifier: []
5a. Federal Entity Identifier: M-19-DC-34-0215		5b. Federal Award Identifier: []
State Use Only:		
6. Date Received by State: []		7. State Application Identifier: []
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Gloucester		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000660		* c. Organizational DUNS: 9573622470000
d. Address:		
* Street1: Office of Government Services		
Street2: 1200 N. Delsea Drive		
* City: Clayton		
County/Parish: []		
* State: NJ: New Jersey		
Province: []		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 08312-1000		
e. Organizational Unit:		
Department Name: Public Works		Division Name: Planning/Housing&Community Dev
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: []		* First Name: Christina
Middle Name: []		
* Last Name: Velazquez		
Suffix: []		
Title: Supervising Program Development Specialist		
Organizational Affiliation: []		
* Telephone Number: 856-307-6650		Fax Number: []
* Email: cvelazquez@co.gloucester.nj.us		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

14.239

* Title:

Home Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

2019 Home Investment Partnerships Program for Gloucester County Consortium

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text" value="192"/>	* b. Program/Project <input type="text" value="1"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text" value="Additional Congressional District.docx"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="09/01/2019"/>	* b. End Date: <input type="text" value="08/31/2020"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="573,217.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="573,217.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Robert"/>
Middle Name: <input type="text" value="M."/>	
* Last Name: <input type="text" value="Damminger"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Freeholder Director"/>	
* Telephone Number: <input type="text" value="856-853-3395"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="rdamminger@co.gloucester.nj.us"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Freeholder Director
APPLICANT ORGANIZATION Gloucester County, NJ - CDBG Program	DATE SUBMITTED

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): [] * Other (Specify): []		
* 3. Date Received: []		4. Applicant Identifier: []
5a. Federal Entity Identifier: B-19-UC-34-0109		5b. Federal Award Identifier: []
State Use Only:		
6. Date Received by State: []		7. State Application Identifier: []
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Gloucester		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000660		* c. Organizational DUNS: 9573622470000
d. Address:		
* Street1: Office of Government Services		
Street2: 1200 N. Delsea Drive		
* City: Clayton		
County/Parish: []		
* State: NJ: New Jersey		
Province: []		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 08312-1000		
e. Organizational Unit:		
Department Name: Public Works		Division Name: Planning/Housing&Community Dev
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: []		* First Name: Christina
Middle Name: []		
* Last Name: Velazquez		
Suffix: []		
Title: Supervising Program Development Specialist		
Organizational Affiliation: []		
* Telephone Number: 856-307-6650		Fax Number: []
* Email: cvelazquez@co.gloucester.nj.us		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

14.218

* Title:

HUD Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

CDBG Program-activities to improve housing and neighborhoods, and foster economic development opportunities for low/moderate income persons. Specific activities in FY 2019 Action Plan.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,347,415.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="25,000.00"/>
* g. TOTAL	<input type="text" value="1,372,415.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
 Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Freeholder Director
APPLICANT ORGANIZATION Gloucester County, NJ - HOME Program	DATE SUBMITTED

C-2

**RESOLUTION AUTHORIZING EXECUTION OF REVISED FUNDING AGREEMENT
WITH THE NJ DEPARTMENT OF TRANSPORTATION**

WHEREAS, by Resolution adopted May 15, 2019, the County of Gloucester authorized a Funding Agreement with the NJ Department of Transportation, regarding available FY 2019 funds to be used for the Rowan University Route 322 Campus Downtown Intersection Project, known as Engineering Project #18-16SA; and

WHEREAS, the NJ Department of Transportation has modified said Funding Agreement to clarify certain terms and conditions pertaining to design of the Project, with the amount of funds allocated to the County remaining at an amount up to and including \$1,000,000.00.

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 revised Funding Agreement between the County and the NJ Department of Transportation, relative to the project referenced hereinabove, with no change in the FY 2019 funding amount.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**FUNDING AGREEMENT BETWEEN THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION
AND THE COUNTY OF GLOUCESTER FOR
THE ROWAN UNIVERSITY US ROUTE 322 CAMPUS
DOWNTOWN INTERSECTION PROJECT**

THIS FUNDING AGREEMENT ("Agreement") is made as of the ___ day of _____, 2019 by and between the County of Gloucester ("County"), having offices at 1200 N. Delsea Drive, Clayton, New Jersey 08312-1000 and the State of New Jersey, acting by and through the Commissioner of Transportation (the "State" or "NJDOT"), having offices at 1035 Parkway Avenue, Trenton, New Jersey 08625 (collectively "the Parties").

WITNESSETH

WHEREAS, the intersection is the westerly gateway to the Rowan University Campus, and serves as a key entry point to Glassboro High School, north on Bowe Boulevard; and

WHEREAS, the Parties recognize a need for intersection improvements that will provide congestion relief and storm water management at the Bowe Boulevard and US Route 322; and

WHEREAS, the Parties agree that it would be in their mutual interest for the County to design the aforementioned intersection improvements as described in Exhibit "A"; and

WHEREAS, the Parties agree that the design of the Project shall be undertaken by the County pursuant to the terms and conditions of this Agreement; and

WHEREAS, the New Jersey Transportation Trust Fund Authority Act, N.J.S.A. 27:1B-1 et seq., authorizes the Commissioner of the Department of Transportation ("Commissioner") to allocate transportation improvement funds to counties, pursuant to legislative appropriations; and

WHEREAS, the Commissioner, under the powers vested in her by law and as more particularly set forth in N.J.S.A. 27:7-21 has determined that it is in the State's best interest to enter into this Agreement; and

WHEREAS, the County, under the powers vested in it by law and as more particularly set forth in N.J.S.A. 40A:11-5(2) and N.J.S.A. 40:20-1, et seq., authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants and representations contained herein, and intending to be legally bound, the Parties hereby mutually agree as follows:

1. DEFINITIONS

a) The term "Project" as used in this Agreement shall refer to the intersection improvements on US Route 322 Campus Downtown that is to be designed by the County as described in detail on Exhibit "A" attached hereto.

b) The term "Actual Costs" under this Agreement shall mean all costs associated with the design of the Project in accordance with Exhibit A and the terms of this Agreement incurred from and after the date on which this Agreement is fully executed.

c) The term "Completion" as used in this Agreement shall refer to as the point at which all design work for the Project has been completed.

d) The term "Standard Specifications" shall refer to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction that is in effect at the time this Agreement or any agreements entered into pursuant to this Agreement are executed.

2. Project Responsibilities

a) The County shall provide professional design services for the Project ("Design Work") in accordance with the design, construction, and right of way acquisition requirements applicable to State Construction projects, including, but not limited to, the Standard Specifications, and all applicable laws and other requirements of state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C.A Sec. 12101 et seq.), the current Manual on Uniform Traffic Control Devices ("MUTCD"), the NJDOT road design manual, and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

b) The County shall have sole responsibility for the Design Work. The State's only obligation in connection with the Project shall be to provide funds in accordance with this Agreement. It is understood and agreed by the Parties that any review of design

plans and other documents by the State shall not relieve the County of its responsibility under this Agreement.

c) The County shall comply with all applicable Federal, State, and local laws and regulations and shall, where required, solicit proposals for the design of the Project in conformance with such laws and regulations.

d) The County agrees to develop and submit for the State's approval the final design, including design exception reports, in accordance with the Standard Specifications and the State of New Jersey Standard Terms and Conditions. The County shall incorporate any comments made by the State into the design.

e) The County shall complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications, including, but not limited to, the Standard Specifications, and covenants that Project Work will comply with all applicable laws and other requirements of state and local governmental bodies.

f) The County shall coordinate the Project Work with any and all State construction projects in the vicinity of the Project. The State reserves the right to modify any Project Work that conflicts with any of its projects without reimbursement or replacement.

g) The Recipient and its consultant will comply with Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions and will submit the Chapter 51/Executive Order 117 Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Recipient and reporting all contributions the Recipient made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19: 44A-3(n) and N.J.A.C. 19: 25-1.7.

3. PROVISION AND PAYMENT OF FUNDS

a) Subject to the availability of funds, and in accordance with this Agreement, the State shall make available to the County, reimbursement of the Actual Costs (as herein defined) incurred by the County in designing the Project in an amount up to and including One Million Dollars (\$1,000,000) in FY 2019 ("Project Reimbursement").

b) This Agreement is a one-year funding agreement, entered into by the State pursuant to N.J.S.A. 27:1B-21.6. This

Agreement pledges funds anticipated to be appropriated for the Project, subject to the availability of funds in the year in which the funds are to be appropriated.

c) Subject to the foregoing conditions, the State shall make available over a period of one (1) State fiscal year, One Million Dollars (\$1,000,000), in accordance with the following schedule:

i. Upon execution of this Agreement, the State shall make available to the County the sum of One Million Dollars (\$1,000,000) for reimbursement of the Actual Costs associated with the Project.

ii. The County shall be solely responsible for One Hundred Percent (100%) of any additional costs which exceed One Million Dollars (\$1,000,000). In no event will the State's contribution to the Project exceed the sum of One Million Dollars (\$1,000,000) for this Project.

d) In the event that the State determines that it has paid the County an amount in excess of the monies actually due under this Agreement, the County shall make timely repayment to the State upon receipt of written notice documenting the basis of the State's determination. The State, at its discretion, may make the appropriate adjustment to the County's annual County Aid allotment in lieu of County repayment. Any dispute between the State and the County with regard to a State claim for repayment shall be resolved in accordance with Section 5 below.

e) The County shall provide or cause to be provided cost certification and shall maintain or cause to be maintained financial records relating to Project costs in accordance with N.J.A.C. 16:20A and shall comply with the State of New Jersey audit requirements specified therein.

f) Payments made to the County by the State pursuant to this Agreement will not affect allocation of State-aid monies to the County, pursuant to the distribution factor set forth in N.J.S.A. 27:1B-25(c) except for overpayment as provided in 3(e) above.

g) For the reimbursement of all Actual Costs, the County shall prepare and submit two original company invoices for payment for work identified in this cost breakdown on Payment Voucher (PV-C) forms on a regular basis to the State for its approval. Each invoice shall contain, but is not limited to, the following:

- i. The Agreement date, and Project Job Number
- ii. The billing period covered by the invoice.
- iii. The amount of the current billing, the total amount paid to the consultant to date, and the amount remaining on the contract.

h) The State will not process any invoice for payment without accompanying documentation for the corresponding reporting periods.

i) The State will not process for payment any invoice that shows the total amount payable to be less than \$2,000.00 unless a written justification for such a payment is approved by the State.

4. INDEMNIFICATION, INSURANCE

a) The County shall indemnify, defend, protect and hold harmless the State and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give the County prompt notice thereof. If the County shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of the County in respect to the claim or matter in question.

b) The County agrees to cause each of its professional services consultants performing work for or in connection with the Project, to assume all risk of loss or damage to property or injury to or death of persons arising out of any negligent act, error or omission of the consultant and the County agrees to cause each such consultant to defend, at its own expense, against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or claimed to arise out of such work or the breach of any contract pertaining to the Project by said consultant.

c) The County shall cause to be maintained by all consultants working on the Project policies of commercial general liability and other liability insurance with limits acceptable to the County, covering claims arising out of or relating in any way to the Project, pursuant to which the County shall be an insured or included as a named or additional insured, and the County shall, at no expense to the State, cause the State to be named as an additional insured under all such policies with respect to any claims arising out of or relating in any way to the Project.

5. DISPUTE RESOLUTION

a) Any dispute concerning this Agreement shall be submitted to the County Engineer of the County, or designee and the Director, Design Services, of the NJDOT, or designee, on behalf of the state for review and determination. In the event a determination acceptable to the Parties is not made at this level, the Parties shall then submit such dispute to the County Administrator of the County and the Assistant Commissioner, Capital Program Management, of the NJDOT for review and decision. In the event that the County Administrator of the County and the Assistant Commissioner, Capital Program Management, do not agree, either party may seek other available legal or equitable remedies, except as expressly limited by this Agreement.

b) No set-off, counterclaim, reduction or diminution of any obligation or other defense of any kind or nature (other than performance by the State of its obligations under this Agreement), which the State has or may have against the County, shall be available to the State against the County or anyone succeeding to the County's interest. Nothing contained in this Subsection, however, shall be construed in any way, to limit or prevent the exercise of the State's right to make a claim or counterclaim, of whatsoever kind, in accordance with the terms of Subsection 5(a) above.

6. GENERAL

a) The State may, upon reasonable notice, during regular business hours, examine all records of the County relating to Actual Costs incurred in connection with the Project.

b) The State shall have no responsibility for obtaining any local, state or federal permits or approvals or conducting or participating in any hearings or proceedings that may be required in connection with the plans for and the effectuation of the Project. Notwithstanding the above, the State shall use its best efforts, to expedite any and all NJDOT reviews, approvals and permit

applications necessary to the advancement and completion of the Project.

c) This Agreement shall not be construed to create any rights on behalf of any party other than the County and the State.

d) No Commissioner, officer, agent or employee of the parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.

e) To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not, render invalid or unenforceable the remainder of this Agreement or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

f) This Agreement may be amended, modified or supplemented from time to time with the consent of the Parties when necessary or desirable to implement the understanding of the parties hereto and/or to facilitate the financing of the Project. This Agreement shall be enforced in accordance with the terms of any amendment, modification or supplement hereof.

g) This Agreement shall be construed and governed in accordance with the laws of the State of New Jersey.

h) The Project defined in Exhibit "A" may be amended from time to time by the County to meet engineering and construction norms and to conform with federal, state and local laws and regulations.

i) The entire Agreement between the County and the State concerning the funding, design, and coordination of this Project is contained herein and no modification or termination hereof shall be effective, unless in writing and approved as required by law.

7. NOTICES

The County's coordinator for this Agreement, to whom all correspondence and notices should be addressed, is:

Vincent M. Voltaggio, PE
Director, Engineering
County Engineer
County of Gloucester
1200 N. Delsea Drive
Clayton, NJ 08312-1000
(856) 307-6600

The State's coordinator for this Agreement, to whom all correspondence and notices should be addressed, is:

Laine Rankin
Director, Local Aid and Economic Development
New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625
(609) 530-3640

8. TERM OF AGREEMENT

This Agreement shall become effective immediately upon authorization, execution and delivery by both parties. Unless earlier terminated pursuant to Subsection 6(d) above, this Agreement shall continue in full force and effect (a) until the Project is completed; and (b) until the earlier of the following events (i) until any bonds, notes or other obligations issued in connection with the Project which are entitled to the benefit of payment under this Agreement are no longer outstanding; or (ii) until the State has satisfied its obligations pursuant to Section 2(c) above and there exist no disputes between the parties arising out of Section 2 of the Agreement .

9. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS:

COUNTY OF GLOUCESTER, NEW JERSEY

Name: LAURIE J. BURNS
Title: CLERK OF THE BOARD

Date

By: _____
Name: ROBERT M. DAMMINGER
Title: FREEHOLDER DIRECTOR

Date

WITNESSED:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Date

By: _____
Laine Rankin Director
Division of Local Aid &
Economic Development

Date

Approved as to form:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the COUNTY, for itself, its assignees and successors in interest hereinafter referred to as the COUNTY, agrees as follows:

1. Compliance with Regulations: The COUNTY will comply with Regulations as recognized by the State relative to nondiscrimination pursuant to N.J.S.A. 10:5-31 et seq.
2. Nondiscrimination: The COUNTY, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subconsultants: In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, such potential subconsultant shall be notified by the COUNTY of the COUNTY'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The COUNTY will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the COUNTY'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such

sanctions as are appropriate and available under the laws of the STATE.

- (a) Withholding of payments to the COUNTY under the contract until the COUNTY complies, and/or,
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The COUNTY agrees to ensure that Small Business Enterprises (SBE) as defined in N.J.A.C. 12A: 10-102 et seq., and N.J.A.C. 17:14-1.2 et seq. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with state funds. Failure to make a good faith effort to meet the established SBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the COUNTY intends to sublet any additional portion(s) of the work not contemplated during the original proposal preparation, the COUNTY shall:
- (a) Notify the Study initiator, in writing, of the type and approximate value of the work which the COUNTY intends to accomplish by such subconsultant.
 - (b) Give SBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The COUNTY will include the provisions of paragraph (1) through (9) in every subcontract, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF COUNTY

In executing the Agreement the COUNTY'S signatory certifies on behalf of the COUNTY that neither he, nor any other officer, agent or employee of the COUNTY has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the COUNTY) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The County shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the COUNTY on submission to the Commissioner or his designee for execution.

The COUNTY acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the COUNTY or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the COUNTY in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be

referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX E

CERTIFICATION OF COUNTY ELIGIBILITY

I Robert M. Damminger, as Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Attest:

COUNTY OF GLOUCESTER, NEW JERSEY

LAURIE J. BURNS, CLERK
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Date: _____

APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The COUNTY and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the COUNTY agrees that the performance shall be in strict compliance with the Act. In the event that the COUNTY, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the COUNTY shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The COUNTY shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The COUNTY shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the COUNTY agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the COUNTY shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the COUNTY along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the COUNTY every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the COUNTY pursuant to this contract will not relieve the COUNTY of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the COUNTY, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the COUNTY expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the COUNTY'S obligations assumed in this Agreement, nor shall they be construed to relieve the COUNTY from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**RESOLUTION AUTHORIZING A CONTRACT WITH JPC GROUP, INC.
FOR \$648,200.00**

WHEREAS, the County of Gloucester (hereinafter "County") advertised for the receipt of public bids for 2018-2019 pipe lining and pipe cleaning at various locations throughout Gloucester County, known as Engineering Project #18-26 Rebid-2, (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on June 26, 2019; and

WHEREAS, after following proper public bidding procedure it was determined that JPC Group, Inc. with an office address of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012, was the lowest responsive and responsible bidder as set forth in the specifications for a total contract amount of \$648,200.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to JPC Group, Inc. for the Project, and the Contractor shall complete all work required for substantial completion of the Project in accordance with the bid documents; and

WHEREAS, the Contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Treasurer for the County has certified the availability of funds pursuant to CAF #19-05755 to be charged against budget line item C-04-19-012-165-15206.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a contract with JPC Group, Inc. for the Project for \$648,200.00 per the prices submitted in its bid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JPC GROUP, INC.**

THIS CONTRACT is made effective this 10th day of **July, 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 **JPC GROUP, INC.**, a New Jersey Corporation, with offices at 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for pipe lining and pipe cleaning at various locations throughout Gloucester County, as set forth in Engineering Bid #18-26 Rebid-2 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **TERM**. Contractor shall complete all work required for substantial completion of the Project in accordance with the bid documents.
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$648,200.00 for all materials required to construct the Project, as per the Specifications issued by the County identified as #18-26 Rebid-2 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications for Engineering Project #18-26 Rebid-2 and the Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project as needed and requested by the County.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County from the Contractor is determined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to non-binding mediation.

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

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

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

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

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

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

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

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

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

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

matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

validity or enforceability of any other provision of this Contract.

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 10th day of July, 2019.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

JPC GROUP, INC.

By: (print name)
Title:

Office of the County Engineer
County of Gloucester

Gloucester County Pipe Lining and Pipe Cleaning Project, Various
Locations Throughout Gloucester County.

Engineering Project #18-26 REBID-2

Bid Date: Wednesday, June 26, 2019 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 18-26 REBID 2

bidder 1 of 1
JPC Group, INC
228 Blackwood-Barnboro Rd.
Blackwood, NJ 08012
Joseph Petrungolo, President
jessepetrungolo@jpcgroupinc.com
P. 856-232-0400 F. 215-243-9661

Item No.	Description	Approx. Quantity	Unit	Price	Amount
1	12" Diameter Pipe Lining	100	LF	\$190.00	\$19,000.00
2	15" Diameter Pipe Lining	600	LF	\$200.00	\$120,000.00
3	18" Diameter Pipe Lining	500	LF	\$210.00	\$105,000.00
4	24" Diameter Pipe Lining	150	LF	\$300.00	\$45,000.00
5	27" Diameter Pipe Lining	60	LF	\$320.00	\$19,200.00
6	30" Diameter Pipe Lining	500	LF	\$365.00	\$182,500.00
7	36" Diameter Pipe Lining	120	LF	\$400.00	\$48,000.00
8	Video Inspection of Pipe	1500	LF	\$11.00	\$16,500.00
9	Cleaning of Existing Storm Pipe, 12" to 21" Pipe	1000	LF	\$21.00	\$21,000.00
10	Cleaning of Existing Storm Pipe, 24" to 36" Pipe	500	LF	\$30.00	\$15,000.00
11	Drums	50	UNIT	\$100.00	\$5,000.00
12	Flashing Arrow Board, 4' x 8'	2	UNIT	\$2,500.00	\$5,000.00
13	Traffic Cones	100	UNIT	\$30.00	\$3,000.00
14	Police Traffic Directors	300	MH	\$60.00	\$18,000.00
15	Portable Variable Message Sign	4	UNIT	\$3,000.00	\$12,000.00
16	Construction Signs	200	SF	\$30.00	\$6,000.00
17	Breakaway Barricades	50	UNIT	\$40.00	\$2,000.00
18	Traffic Control Truck with Mounted Crash Cushions	2	UNIT	\$3,000.00	\$6,000.00
Total Bid					\$648,200.00

Vincent M. Voltaggio, Jr.
Gloucester County Engineer

6-26-19
date

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.	19-05755

Pg

**S
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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

VENDOR #: JPCCR010

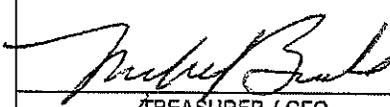
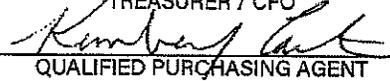
**V
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R**

JPC GROUP INC
228 BLACKWOOD-BARNSBORO ROAD
BLACKWOOD, NJ 08012

ORDER DATE: 06/27/19
REQUISITION NO: R9-20589
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018-2019 GLOUCESTER COUNTY PIPE LINING AND CLEANING PROJECT ENGINEERING PROJECT #: 18-26 PASSED BY RESOLUTION: JULY 10, 2019 ** TO BE TAKEN IN PARTIALS**	C-04-19-012-165-15206 Drainage Pipe Relining (SA)	648,200.0000	648,200.00
			TOTAL	648,200.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-4

**RESOLUTION AUTHORIZING CHANGE ORDER (DECREASE) #02
WITH ALIANO BROTHERS GENERAL CONTRACTORS**

WHEREAS, the County of Gloucester previously received public bids regarding concrete step replacement at Redbank Battlefield Park, known as Engineering Project #16-15, (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on December 5, 2018, a contract for the Project was awarded to Aliano Brothers General Contractors as the lowest responsive and responsible bidder for \$221,650.00; and

WHEREAS, the County Engineer has recommended Change Order #02 to decrease the contract by \$19,906.00, which is necessary due to removal of a supplemental item, concrete foundations, resulting in a new total contract amount of \$221,650.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #18-010407.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #02 is authorized to decrease the contract with Aliano Brothers General Contractors by \$19,906.00, resulting in a new total contract amount of \$221,650.00, 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 July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

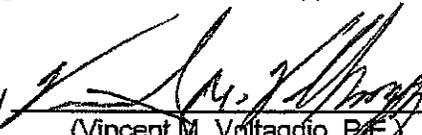
ATTEST:

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

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Aliano Brothers General Contractors Inc
2560 Industrial Way, Suite A
Vineland, NJ 08360
- 2. Description of Project or Contract: Redbank Battlefield Concrete Step Replacement
- 3. Date of Original Contract: 12/5/2018
- 4. P.O. Number: 18-10407
- 5. Amount of Original Contract: \$221,650.00
- 6. Amount of Previously Authorized Change Order No 1 \$19,906.00
- 7. Amount of this Change Order No. 2: -\$19,906.00
- 8. New Total Amount of Contact \$221,650.00
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Removal of Supplemental Item - Concrete foundations.

This change order requested by  on 6-19-19
(Vincent M. Voltaggio, P.E.) (Date)

Accepted by  on 6/19/19
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: _____
Robert M. Damminger, Director

To All Vendors:

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

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 2
STATE AID PROJECT**

PROJECT	Redbank Battlefield Concrete Step Replacement
MUNICIPALITY	National Park
COUNTY	Gloucester County
CONTRACTOR	Aliano Brothers

In accordance with the project Supplementary Specification the following are changes in the contract.
Removal of Supplemental item- Concrete foundations

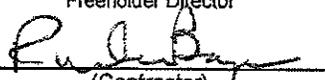
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<u>Deductions</u>				
S1	Concrete Foundations	1	\$19,906.00	\$19,906.00
			Total Deductions	\$19,906.00
<u>Supplemental Items</u>				
				\$0.00
			Total Supplemental Items	\$0.00
<u>Additions</u>				
				\$0.00
			Total Additions	\$0.00

Amount of Original Contract	\$221,650.00	Deductions	\$19,906.00
Amount of Original Contract + C.O. No. 1	\$241,556.00	Supplemental	\$0.00
Amount of Original Contract + C.O. No. 1 & No 2	\$221,650.00	Additions	\$0.00
		Total Change	\$19,906.00
% Change in Contract	0.00% Increase		


 Vincent M. Voltaggio, P.E. Date 6/16/19
 Gloucester County Engineer

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

 Robert M. Damminger Date
 Freeholder Director

 6/19/19
 (Contractor) Date

C-5

**RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #03
WITH JPC GROUP, INC.**

WHEREAS, the County of Gloucester previously received public bids regarding local bridge rehabilitation at seven (7) locations throughout Gloucester County, known as Engineering Project #16-06, (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on October 4, 2017, a contract for the Project was awarded to JPC Group, Inc. as the lowest responsive and responsible bidder for \$2,193,990.45; and

WHEREAS, the County Engineer has recommended Change Order #03 to increase the contract by \$39,540.00, which is necessary due to various increases, decreases, and supplemental items based on field conditions and for concrete foundations, resulting in a new total contract amount of \$2,491,369.46; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #17-08282.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #03 is authorized to increase the contract with JPC Group, Inc. by \$39,540.00, resulting in a new total contract amount of \$2,491,369.46, 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 July 10, 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: JPC Group, Inc.
228 Blackwood-Barnsboro Rd
Blackwood, NJ 08012
- 2. Description of Project or Contract: Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County
- 3. Date of Original Contract: 10/4/2017
- 4. P.O. Number: 17-08282
- 5. Amount of Original Contract: \$2,193,990.45
- 6. Amount of Previously Authorized Change Order No 5257,839.01
- 7. Amount of this Change Order No. 3: \$39,540.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,491,369.46
- 9. Need or Purpose of this Change Order: Various increases, decreases and supplemental items based on field conditions. Supplemental item for concrete foundations for RedBank Battlefield stairs.

This change order requested by [Signature] on 6-23-19
(Department Head) (Date)

Accepted by [Signature] on 6/19/2019
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: _____
Robert M. Damminger, Director

To All Vendors:

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

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 3 Final
STATE AID PROJECT**

PROJECT	Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County
MUNICIPALITY	County of Gloucester
COUNTY	Gloucester County
CONTRACTOR	JPC Group, Inc.

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

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<u>Deductions</u>				
15	Masonry Repair	-4.00	\$420.00	-\$1,680.00
17	Reno Mattress	-5.00	\$200.00	-\$1,000.00
27	Police Traffic Directors	-103.00	\$60.00	-\$6,180.00
35	Beam Guide Rail	-10.00	\$100.00	-\$1,000.00
49	Fuel Price Adjustment	-1.00	\$10,000.00	-\$10,000.00
S1	Concrete Parapet Rubbing and Finishing	-93.00	\$20.00	-\$1,860.00
Total Deductions				-\$21,720.00

Supplemental Items

S7	Furnish and Install Water Pipe Support	1	\$7,380.00	\$7,380.00
S8	Drill & Install (24) 18" Dia. Concrete Foundations	1	\$39,000.00	\$39,000.00
Total Supplemental				\$46,380.00

Additions

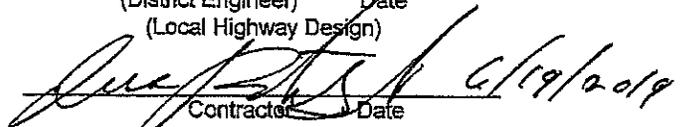
3	Excavation, Unclassified	93	\$160.00	\$14,880.00
Total Additions				\$14,880.00

Amount of Original Contract	\$2,193,990.45	Deductions	-\$21,720.00
Amount of Original Contract + C.O. No. 1, 2 and 3	\$2,491,369.46	Supplemental	\$46,380.00
		Additions	\$14,880.00
		Total Change	\$39,540.00
% Change in Contract	13.5543% Increase		


 Vincent M. Voltaggio, P.E. Date 6-23-19
 Gloucester County Engineer

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

 Robert M. Dammingier Date
 Freeholder Director


 Contractor Date 6/19/2019

D-1

**RESOLUTION AUTHORIZING A PURCHASE FROM ARAMSCO, INC.,
FOR \$37,560.00**

WHEREAS, the County has a need to purchase CBRN Canisters for Millennium/Ultra Elite Mask; and

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

WHEREAS, it has been determined that the County can purchase the said equipment from Aramsco, Inc. for \$37,560.00, through State Contract # 17-FLEET-00727; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$37,560.00, pursuant to C.A.F. # 19-05540, which amount shall be charged against budget line item 9-01-35-470-001-20201.

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 purchase CBRN Canisters for Millennium/Ultra Elite Mask, from Aramsco, Inc. for \$37,560.00, through State Contract # 17-FLEET-00727.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 10, 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

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-05540

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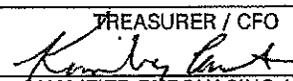
SHIP TO
 GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

VENDOR
 ARAMSCO
 1480 GRANDVIEW AVE
 PO BOX 29
 THOROFARE, NJ 08086
 PATTI OR HOLLY
 VENDOR #: ARAMSO30

ORDER DATE: 06/18/19
 REQUISITION NO: R9-19962
 DELIVERY DATE:
 STATE CONTRACT: 17-FLEET-00727
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
600.00	MSA 10046570 CBRN canisters catalog #: 52686 for millenium/ultra elite mask QUOTATION NUMBER: S3586114 CUSTOMER NUMBER: 44344	9-01-35-470-001-20201 Contingent - Other Expense	62.6000	37,560.00
			TOTAL	37,560.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

D-2

**RESOLUTION AUTHORIZING A PURCHASE FROM ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ERSI),
FOR \$22,782.00**

WHEREAS, the County has a need to purchase ArcGIS Enterprise Standard (Windows) an upgrade from ArcGIS GIS Server Basic and the ArcGIS Enterprise Jumpstart Package with three (3) days of on-site installation and configuration support; and

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

WHEREAS, it has been determined that the County can purchase the said equipment from Environmental Systems Research Institute, Inc. (ERSI) for \$22,782.00, through State Contract # 17-COMP-00098; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$22,782.00, pursuant to C.A.F. # 19-05525, which amount shall be charged against budget line item C-04-19-023-250-23222.

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 purchase ArcGIS Enterprise Standard (Windows) an upgrade from ArcGIS GIS Server Basic and the ArcGIS Enterprise Jumpstart Package with three (3) days of on-site installation and configuration support, from ERSI for \$22,782.00, through State Contract # 17-COMP-00098.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: DAMS3
 To expedite your order, please attach a copy of
 this quotation to your purchase order.
 Quote is valid from: 05/15/2019 To: 08/13/2019

Quotation # 20550932

Date: May 15, 2019
 Customer # 332737 Contract # M-7003
 CONTRACT #COMP-00098
 County of Gloucester
 Public Works Dept
 1200 N Delsea Dr
 Clayton, NJ 08312
 ATTENTION: Joe Ward
 PHONE: (856) 307-7156
 FAX: (856) 307-7158

Material	Qty	Description	Unit Price	Total
154781	1	ArcGIS Enterprise Standard (Windows) Up to Four Cores Upgrade from ArcGIS GIS Server Basic	8,282.00	8,282.00
153636	1	The ArcGIS Enterprise Jumpstart – Basic services package provides up to 3 days of on-site installation and configuration support for an ArcGIS Enterprise implementation consisting of Portal for ArcGIS, one ArcGIS Server site and the ArcGIS Data Store on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri Consultant based on a basic implementation and design plan developed prior to the onsite visit. After installation is complete the Esri Consultant will configure ArcGIS Enterprise settings including supported user authentication systems, federate the ArcGIS Server site with Portal for ArcGIS, and designate it as the hosting server. When installation and configuration are complete the Esri Consultant will focus the remaining time on knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise Administration; Creating, updating, configuring and administering Geodatabases; Creating and Working with Services; Sharing Imagery and Caching; Disaster Recovery; Configuring and using your ArcGIS Organization. Customers will first be provided a jumpstart questionnaire to review user requirements, collect inputs for server sizing, and determine any network, security, or environmental changes to be addressed. Following receipt of the questionnaire the Esri Consultant will arrange a follow-up call or webcast to answer questions and review additional information pertinent to the implementation. Using the information gathered up to this point the Esri consultant will develop a basic implementation and design plan including a platform diagram with basic sizing estimates and an implementation agenda to direct the onsite activities. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: Migration of Databases and Applications, Systems Integration, System Architecture Design, Security Review, High Availability, Performance Tuning, and Application Development. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to	14,500.00	14,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Justin Cusick	Email: jcusick@esri.com	Phone: (909) 793-2853 x5919
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> <p>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		

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Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 05/15/2019 To: 08/13/2019

Quotation # 20550932

Date: May 15, 2019

Customer # 332737 Contract # M-7003
 CONTRACT #COMP-00098

County of Gloucester
 Public Works Dept
 1200 N Delsea Dr
 Clayton, NJ 08312

ATTENTION: Joe Ward
 PHONE: (856) 307-7156
 FAX: (856) 307-7158

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

 Signature of Authorized Representative

 Date

 Name (Please Print)

 Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Justin Cusick	Email: jcusick@esri.com	Phone: (909) 793-2853 x5919
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> <p>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		

CUSICKJ

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. 19-05525

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

VENDOR #. ESRI0010

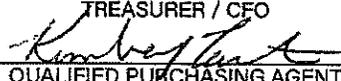
**V
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ESRI
 ENVI.SYS.RESEARCH INST.,INC.
 380 NEW YORK STREET
 REDLANDS, CA 92373-8100

ORDER DATE: 06/17/19
 REQUISITION NO: R9-20318
 DELIVERY DATE:
 STATE CONTRACT: 17-COMP-00098
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Quotation # 20550932 ArcGIS ENTERPRISE STANDARD (WINDOWS) UP TO FOUR CORES UPGRADE FROM ArcGIS GIS SERVER BASIC	C-04-19-023-250-23222 Computer Software - Emergency Response	8,282.0000	8,282.00
1.00	The ArcGIS ENTERPRISE JUMPSTART - BASIC SERVICES PACKAGE PROVIDES UP TO 3 DAYS OF ON-SITE INSTALLATION AND CONFIGURATION SUPPORT FOR AN ArcGIS ENTERPRISE IMPLEMENTATION AS PER QUOTATION #20550932 PRICING REFLECTS NJ STATE CONTRACT: M7003/17-COMP-0098 "SUBJECT TO MASTER PURCHASE AGREEMENT NO. 17-COMP-0098/ AND THE COMMONWEALTH OF MASSACHUSETTS CONTRACT ("ITS65")."	C-04-19-023-250-23222 Computer Software - Emergency Response	14,500.0000	14,500.00
			TOTAL	22,782.00

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. X VENDOR SIGN HERE DATE	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	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW TREASURER / CFO  QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO. DATE		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLYMOTION,
FOR \$22,214.00**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of one (1) DJI Matrice 200 V2 (or equal) professional quadcopter and one (1) accessory kit for the County Department of Emergency Response; and

WHEREAS, after following proper public bidding procedure, it was determined that FlyMotion, with offices at 4558 Eagle Falls Place, Tampa, FL 33619 was the lowest responsive and responsible bidder, for a total contract amount of \$22,214.00, as more specifically described in the bid specifications PD-019-031; and

WHEREAS, bids were publicly received and opened on June 12, 2019; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$22,214.00, pursuant to C.A.F. # 19-05584, which \$8,000.00 shall be charged against budget line item 9-01-44-903-001-20203 and \$14,214.00 shall be charged against budget line item G-02-19-181-000-20652.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with FlyMotion for the purchase of one (1) professional quadcopter, model DJI M200 V2, and one (1) accessory kit, for a total contract amount of \$22,214.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
FLYMOTION
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 10th day of **July, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **FLYMOTION**, of 4558 Eagle Falls Place, Tampa, Florida 33619, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of one (1) DJI Matrice 200 V2 (or equal) professional quadcopter and one (1) accessory kit for the County Department of Emergency Response; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-019-031.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$22,214.00, as per Vendor's bid response to PD-019-031.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-019-031 and Vendor's bid response, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-031 and Vendor'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 _____ day of _____, 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

ATTEST:

FLYMOTION

**By:
Title:**

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-05584

Pg

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

ORDER DATE: 06/20/19
REQUISITION NO: R9-20344
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR
VENDOR #. FLYM0010
FLYMOTION
4558 EAGLE FALLS PLACE
TAMPA, FL 33619-9611

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	FLYMOTION M200 DRONE PACKAGE	9-01-44-903-001-20203 Communication Equipment	8,000.0000	8,000.00
1.00	FLYMOTION M200 DRONE ACCESSORY KIT AS PER BID	G-02-19-181-000-20652 Data Processing Equipment	14,214.0000	14,214.00
			TOTAL	22,214.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

D-4

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS
SUPPLY, LLC, FOR \$60,283.48**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of six (6) EMS Stryker Performance-Pro XT Ambulance Stretchers and one (1) Stryker EMS MX-PRO Bariatric Transport Ambulance Stretcher or approved equals; and

WHEREAS, after following proper public bidding procedure, it was determined that Common Cents EMS Supply, LLC, with offices at 304 Boston Post Road, Old Saybrook, Connecticut 06475 was the lowest responsive and responsible bidder, for a total contract amount of \$60,283.48, as more specifically described in the bid specifications PD-019-032; and

WHEREAS, bids were publicly received and opened on June 12, 2019; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$60,283.48, pursuant to C.A.F. # 19-05490 which \$53,000.00 shall be charged against budget line item 9-01-44-903-001-20204 and \$7,283.48 shall be charged against budget line item C-04-18-020-250-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Common Cents EMS Supply, LLC, for the purchase of six (6) EMS Stryker Performance-Pro XT Ambulance Stretchers, model 6086-000-000 and one (1) Stryker EMS MX-PRO Bariatric Transport Ambulance Stretcher, model 6083-000-000, for a total contract amount of \$60,283.48.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COMMON CENTS EMS SUPPLY, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 10th day of **July, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **COMMON CENTS EMS SUPPLY, LLC**, of 304 Boston Post Road, Old Saybrook, Connecticut 06475, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of six (6) EMS Stryker Performance-Pro XT Ambulance Stretchers and one (1) Stryker EMS MX-PRO Bariatric Transport Ambulance Stretcher or approved equals; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-019-032.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$60,283.48, as per Vendor's response to PD-019-032.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-019-032, and Vendor's response, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-032 and Vendor'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 _____ day of _____, 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

ATTEST:

COMMON CENTS EMS SUPPLY, LLC

**By:
Title:**

Bid Opening 06/12/2019 10:00am
 SPECIFICATIONS AND PROPOSAL FORM FOR
 SUPPLYING SIX (6) EMS STRYKER PERFORMANCE PRO
 XT AMBULANCE STRETCHERS AND ONE (1) STRYKER
 EMS MX-PRO BARIATRIC TRANSPORT AMBULANCE
 STRETCHER (OR APPROVED EQUAL) FOR THE
 GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY
 RESPONSE EMS DIVISION AND EXISTING UNITS
 WITHIN THE COUNTY AS ALLOWED THROUGH THE
 COUNTY CONTRACT PURCHASING SYSTEM
 NUMBERS CL-01-GC & 1061CP

VENDOR:
 Common Cents EMS Supply, LLC
 304 Boston Post Road
 Old Saybrook, CT 06475
 John T. Dunn, President
 860-388-4699
 860-388-4699 - Fax

ITEM	DESCRIPTION			
1.	SIX (6) EMS STRYKER PERFORMANCE PRO XT AMBULANCE STRETCHERS (OR APPROVED EQUAL)		\$50,933.28	
	MODEL OFFERED		6086-000-000	
2.	ONE (1) STRYKER EMS MX-PRO BARIATRIC TRANSPORT AMBULANCE STRETCHER (OR APPROVED EQUAL)		\$9,350.20	
	MODEL OFFERED		6083-000-000	
	GRAND TOTAL		\$60,283.48	
	DELIVERY	6086-000-000 - 10 TO 12 WEEKS; 6083-000-000 - 4 TO 6 WEEKS		
	Variations	None		
	Will you extend your prices to local government entities within the County	YES		
	Bid Specifications sent to:	Bidnet One Beat CPR Learning Center OnVa Prime Vendor Shay Enterprise		
	Based upon the bids received, I recommend Common Cents EMS Supply, LLC, be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,		
		Kimberly Larler Purchasing		

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
19-05490

NO.

ORDER DATE: 06/17/19
REQUISITION NO: R9-20215
DELIVERY DATE:
STATE CONTRACT: PD 019-032
ACCOUNT NUM:

Pg 1

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

**V
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VENDOR #: COMMO010

COMMON CENTS EMS SUPPLY, LLC
304 BOSTON POST RD.
OLD SAYBROOK, CT 06475

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SIX (6) EMS STRYKER PERFORMANCE-PRO XT STRETCHERS AND ONE (1) STRYKER EMS MX-PRO BARIATRIC STRETCHER AS PER PD 19-032	9-01-44-903-001-20204 Other Equipment	53,000.0000	53,000.00
1.00	BALANCE OF ABOVE	C-04-18-020-250-20201 Ambulances	7,283.4800	7,283.48
			TOTAL	60,283.48

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>X</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>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
<p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	<p>TREASURER / CFO <i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT</p>
<p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AND AFFILIATION AGREEMENT WITH MD1

WHEREAS, the County of Gloucester, through the Department of Emergency Response, has the authority and responsibility to provide emergency services within the County for twenty-one (21) municipalities; and

WHEREAS, MD1 deploys highly specialized emergency trained physician response units to the sites of accidents, natural disasters, entrapments, and other emergencies requiring advanced life support; and

WHEREAS, the County will enter into a Memorandum of Understanding and Affiliation Agreement with MD1 to provide for MD1 emergency services to assist with calls requiring advanced life support through the County emergency services area; and

WHEREAS, the agreement shall be for a period of one year, with an automatic renewal unless terminated.

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 Clerk of the Board to attest to a Memorandum of Understanding and Affiliation Agreement with MD1 for the purposes set forth above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

MEMORANDUM OF UNDERSTANDING & AFFILIATION AGREEMENT

by and between the

**COUNTY OF GLOUCESTER,
DEPARTMENT OF EMERGENCY RESPONSE**

and

MD1

FOR THE PROVISION OF LIFE –SAVING MEDICAL CARE

Dated: _____, 2019

Prepared by: Eric M. Campo, Esquire
Assistant County Counsel

TABLE OF CONTENTS

Recitals 3

Paragraph A. Description of the Project and Services 3

Paragraph B. Duration of Agreement..... 4

Paragraph C. Limitation of Delegation 4

Paragraph D. Indemnification 4

Paragraph E. Compliance with Laws and Regulations 5

Paragraph F. Insurance..... 5

Paragraph G. Remedies..... 5

Paragraph H. No Additional Waiver Implied by One Waiver 5

Paragraph I. No Personal Liability 6

Paragraph J. Miscellaneous 6

Section 1. Amendment 6

Section 2. Successors and Assigns 6

Section 3. Severability..... 6

Section 4. Counterparts 6

Section 5. Entire Agreement..... 6

Section 6. Further Assurances and Corrective Instruments..... 6

Section 7. Non-Waiver..... 6

Section 8. Governing Law 6

Paragraph K. Effective Date 6

MEMORANDUM OF UNDERSTANDING AND AFFILIATION AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AFFILIATION AGREEMENT ("MOU and/or Agreement"), dated this _____ day of _____, 2019, by and between the County of Gloucester, Department of Emergency Response ("County"), and the MD1 Program ("MD1").

RECITALS

1. The County of Gloucester, Department of Emergency Response ("County") is a department within the County of Gloucester; and
2. MD1 is 501C3 nonprofit organization in the State of New Jersey operating throughout the State of New Jersey; and
3. County has the authority and responsibility to provide emergency services within the County of Gloucester for 21 municipalities; and
4. The County has the authority and numerous ambulances in connection with transportation for emergency services for other residents within the County of Gloucester; and
5. The County provides emergency response for all Basic Life Services (BLS) throughout the service area in the County of Gloucester; and
6. MD1 deploys highly specialized emergency trained physician response units to the sites of accidents, natural disasters, entrapments and other emergencies requiring advanced life support; and
7. The County and MD1 wish to enter into this agreement to provide for MD1 emergency services to assist with calls requiring advanced life support throughout the County service area; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and MD1 do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES.

MD1 will deploy highly specialized emergency trained physician response units to the sites of accidents, natural disasters, entrapments and other emergencies requiring advanced life support; and

MD1 will be dispatched through the County's dispatch system to provide trauma care in time dependent situations where timing is critical from the time of injury to definitive

care (stopping internal bleeding).

The County and MD1's long term objective is to create more awareness for the need to decrease the time to begin life-saving treatment to patients outside of the hospital.

The terms of this Agreement will govern the interaction between the parties to the exclusion of any other agreement or requirement.

MD1 will provide a response vehicle with MD1's own motor vehicle insurance. The County will maintain MD1's vehicle with routine maintenance, fuel, and routine repair.

MD1 shall provide six hours of coverage per week, on a mutually agreed upon schedule.

B. DURATION OF AGREEMENT.

This Agreement shall be for a period of one year from the date of the agreement with an automatic renewal unless terminated.

C. LIMITATION OF DELEGATION.

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

Neither County nor the MD1 intends by this Agreement to create any agency relationship other than that which may be specifically required by the MOU/Agreement for the limited purpose of the provision of service by the County pursuant to this Agreement.

D. INDEMNIFICATION.

MD1 shall be responsible for, shall keep, save and hold the County of Gloucester and the Department of Emergency Response harmless from, shall indemnify and shall defend the County of Gloucester and the Department of Emergency Response 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 their 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 MD1's failure to provide for the safety and protection of its employees, or from MD1's performance or failure to perform pursuant to the terms and provisions of this Agreement. MD1'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.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

County and MD1 agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement. MD1 has acknowledged that it is subject to all Federal, State, and Local ordinances and regulations pertaining to the operation and handling of motor vehicles. MD1 agrees to abide by said laws.

F. INSURANCE.

MD1 shall maintain professional liability and appropriate malpractice, general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, 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. MD1 shall, simultaneously with the execution of this Agreement, deliver certifications of said insurance (including for professional liability and malpractice coverage) to County of Gloucester and the Department of Emergency Response, naming County of Gloucester and the Department of Emergency Response as an additional insured.

Neither the County of Gloucester and the Department of Emergency Response nor MD1 intends any Agency relationship to be created by this Agreement.

MD1 will provide all necessary motor vehicle insurance for the MD1 response vehicle as required by New Jersey law. Certificate of appropriate coverage shall be provided to the County for the term of this agreement and annually thereafter if agreement is not terminated.

G. REMEDIES.

If a dispute between County of Gloucester, Department of Emergency Response and MD1 arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this MOU/ Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of MD1 or County, in his or her individual capacity, and neither the officers, agents or employees of MD1 or County nor any official executing this MOU/Agreement shall be liable personally on this MOU/Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this MOU/Agreement.

J. MISCELLANEOUS.

1. **Amendment.** This MOU/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 MOU/Agreement shall inure to the benefit of and shall be binding upon the County, MD1 and their respective successors and assigns.
3. **Severability.** In the event that any provision of this MOU/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 MOU/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 MOU/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.** MD1 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. **Non-Waiver.** It is understood and agreed that nothing which is contained in this MOU/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 MOU/Agreement.
8. **Governing Law.** The terms of this MOU/Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

K. EFFECTIVE DATE. This Agreement shall be effective as of this _____ day of _____, 2019, which date shall be considered the commencement date of this

Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this MOU/Agreement.

ATTEST:

COUNTY OF GLOUCESTER

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

**Robert M. Damminger,
Freeholder Director**

WITNESS:

MD1

PRESIDENT, BOARD OF DIRECTORS

F-1

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES FROM JULY 1, 2019 TO JUNE 30, 2020

WHEREAS, the New Jersey Department of Health has supplied the County with a list of tanning facilities to be inspected by the County as part of the State Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project, as required by N.J.S.A. 26:2D et seq. and N.J.A.C. 8:28-1.1 et seq; and

WHEREAS, the State provides funding for such inspections through a Grant Agreement; and

WHEREAS, the County desires to enter into a Grant Agreement to conduct such inspections through the County Department of Health and Human Services; and

WHEREAS, pursuant to this agreement the County will receive reimbursement from the New Jersey Department of Health in an amount not to exceed \$200.00 for each registered tanning facility inspected with up to 10 sunlamp products, and \$10.00 for each additional sunlamp product at the facility; and

WHEREAS, the Grant period is from July 1, 2019 to June 30, 2020; and

WHEREAS, the County's Department of Health and Human Services certifies that the said Grant has been reviewed and meets the standard requirements stated.

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 execute a grant agreement with the New Jersey Department of Health to receive fees for the inspection of tanning facilities pursuant to the Public Health Sanitation and Safety Program, Tanning Facility Registration and Inspection Project from July 1, 2019 to June 30, 2020; 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, July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**SIGNATURE PAGE
ACKNOWLEDGING RECEIPT OF
GRANT AGREEMENT FOR SPECIAL HEALTH PROJECTS
BETWEEN THE
STATE OF NEW JERSEY
DEPARTMENT OF HEALTH**

**PUBLIC HEALTH AND FOOD PROTECTION PROGRAM
TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT
AND
PARTICIPATING LOCAL HEALTH DEPARTMENTS**

**GRANT No.: (For NJDOH Use Only)
Date: July 1, 2019 – June 30, 2020**

The New Jersey Department of Health, Public Health and Food Protection Program, Tanning Facilities Registration and Inspection Project will:

Reimburse the Local Health Department \$200.00 for each registered tanning facility inspected in their jurisdiction with up to 10 sunlamp products and \$10.00 for each additional sunlamp product at the facility. The Grant Period covered is from July 1, 2019 to June 30, 2020.

A payment voucher form (PHSS-5) is available at <http://nj.gov/health/phss> under the "Forms" heading.

Name of Local Health Department (Vendor) County of Gloucester		Vendor ID No./Federal Tax ID No. 21-6000660 099
Remittance Address of Local Health Department PO BOX 337 WOODBURY , NJ 08096		
Name of Contact Person for Local Health Department Karen Christina		
Telephone Number of Contact Person 856-218-4134	Email Address of Contact Person kchristi@co.gloucester.nj.us	

Robert M Damminger

(Print Name of Health Officer/Authorized Official)

(Signature of Health Officer/Authorized Official)

Sign and return to: New Jersey Department of Health
Public Health and Food Protection Program
P.O. Box 369
Trenton, NJ 08625-0369

F.2

**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY
JUVENILE JUSTICE COMMISSION FOR 2020 INNOVATIONS GRANT
FUNDING OF \$120,000.00**

WHEREAS, the Gloucester County Board of Chosen Freeholders seek to apply to the New Jersey Juvenile Justice Commission for Juvenile Detention Alternative Initiative (JDAI) Innovations Grant Funds through the Council for Juvenile Justice System Improvement & Youth Services Commission's 2020 Innovations Funding; and

WHEREAS, the funding will provide detention alternative services for family court-involved youth as well as the administration of these programs and services; and

WHEREAS, the following is the distribution of the Funding Application for the period January 1, 2020 to December 31, 2020:

Program Services Funds	\$114,000.00
Administrative Funds	\$ 6,000.00
Total Funding	\$120,000.00

WHEREAS, the Gloucester County Division of Human and Disability Services is responsible for grant implementation and has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board that all data contained in the application and in its attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign any and all documents necessary for the County's application to the State of New Jersey Juvenile Justice Commission for the JDAI Innovations Grant in the amount of \$120,000.00, from January 1, 2020 to December 31, 2020; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

DHHS Division of Human and Disability Services Youth Service Commission 2020 Brief Summary (Blurb)

The goal of JDAI as a systems-change initiative is to create more effective and efficient processes surrounding the use of detention. A primary goal of Gloucester Counties Council of Juvenile Justice System Improvement Committee, in regards to JDAI goals, is to make sure that secure detention is used for serious and chronic youthful offenders, and that effective alternatives are available for other youth who can be safely supervised in the community while awaiting final court disposition and or after disposition to lessen the likelihood of a violation of probation.

Since 2015 Gloucester County has submitted a proposal and received Innovations funding through this Initiative. Funding for this grant has increased annually from \$114,000 (2015) to \$124,000 (2018). Now that all NJ Counties are in the process of receiving this funding, the total was again adjusted to \$120,000 for 2019 and this requested year of 2020. Our goal is to ensure our youth, who are awaiting disposition, have access to alternative and additional resources. We strive annually to continue the hard work toward the goal of making sure that secure detention is used for serious and chronic youthful offenders, and that effective alternatives are available for other youth who can be safely supervised in the community while awaiting final court disposition and after disposition to assist with probation supervision.

This year the Gloucester County Council on Juvenile Justice System Improvement (CJJSI) will continue our efforts in providing a Probation Enrichment Coach, Incentives, with Transportation, (\$89,605). Gloucester County Probation will continue to use funding (\$9,395) for the Court Notification and Orientation Program as well as receive assistance with overtime stipends to attend non-working hour activities that support youth being services. The Committee has also recommended moving forward with our Family Assistance for Home Supervision Program (\$15,000) as a detention alternative program with United Advocacy Group. The Probation Notification and Orientation Program is part of a MOU with the NJ Judiciary while our Probation Enrichment Coach, Incentive/Transportation service is already contracted with Center for Family Services until 2021. Finally, the United Advocacy Group operates the Family Assistance for Home Supervision Program, which is a 2019 small contract that will have to be revisited for 2020 based on the agencies progress in the current year.

The County retains (\$6,000) as an Administration fee.

1. Probation Enrichment Coach, Incentives, with Transportation, (\$89,605)
2. Gloucester County Probation Court Notification and Orientation Program (\$9,395)
3. United Advocacy Group Family Assistance for Home Supervision Program (\$15,000)
4. GC Admin. Fee (\$6,000)

Total Funding \$120,000

GRANT REQUEST FORM

DATE: 6/25/19

1. TYPE OF GRANT
 NEW GRANT X RENEWAL

2. GRANT TITLE: Juvenile Detention Alternative Initiative

3. GRANT TERM: FROM: 1/1/2020 TO: 12/31/2020

4. DATE APPLICATION DUE TO GRANTOR: 8/2/19

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: CY 2020 Innovations Funding Allocation

7. COUNTY DEPARTMENT: DHHS Division of Human and Disability Services

8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny, 384-6874

9. NAME OF FUNDING AGENCY: Juvenile Justice Commission

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Juvenile Detention Alternative Initiative provides funding to the county make sure that secure detention is used for serious and chronic youthful offenders, and that effective alternatives are available for other youth who can be safely supervised in the community while awaiting final court disposition. This funding will provide alternative option and resources for youth awaiting disposition.

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

12. INDIRECT COST (IC) RATE 0 %

13. IC CHARGED TO GRANT : \$ n/a

14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>120,000</u>	
CASH MATCH	\$ <u>n/a</u>	
IN-KIND MATCH	\$ <u>n/a</u>	(Attach Documentation)
(Attached Documentation)		
TOTAL PROGRAM BUDGET	\$ <u>120,000</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 6,000.00

TOTAL OTHER EXPENSES (b): \$ 114,000

TOTAL FRINGE (c): \$ 3,320.40

TOTAL PROGRAM COST (d): \$ 114,000

TOTAL GRANT FUNDING (e): \$ 120,000

TOTAL COUNTY FUNDING (f): \$ 3,320.40

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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



Philip D. Murphy
Governor

Sheila Y. Oliver
Lt. Governor

State of New Jersey
Office of the Attorney General
DEPARTMENT OF LAW AND PUBLIC SAFETY
Juvenile Justice Commission
P.O. Box 107
Trenton, New Jersey 08625-0107

Gurbir S. Grewal
Attorney General

Kevin M. Brown
Executive Director

June 17, 2019

Rudolph Aikens
Gloucester County Youth Services Commission
Department of Human Services
115 Budd Blvd
Woodbury, NJ 08096

Re: CY 2020 Innovations Funding Eligibility

Dear Mr. Aikens:

I am pleased to inform you that Gloucester County is eligible for Innovations Funding for the period January 1, 2020 to December 31, 2020 in the amount of \$120,000.00.

This figure is to be used for planning purposes. One original (with original signatures) and six copies of the completed 2020 Innovations Funding Application are to be submitted to the Juvenile Justice Commission on behalf of the County Council on Juvenile Justice System Improvement. The Innovations Application (one original and six copies) must be received at the JJC by 3:00 pm on August 2, 2019.

Your County Council should proceed with collaboratively preparing the Innovations Application. Since JDAI is a data-driven process, in planning for the funding the County Council should be sure to examine data regarding the local detention system to determine which core strategy area(s) to address. In addition to ideas outlined in the Innovations Funding packet previously distributed, sites are encouraged to consult available resources, such as the *Pathways to Juvenile Detention Reform* series and the JDAI Connect (<https://community.aecf.org/community/jdai-connect>) for innovative approaches to system improvement in those identified core strategy areas.

For your information, I have attached a copy of the Innovations Funding Eligibility letter sent to the County Council Chairs. If you have any questions about this process, please call Safiya L. Baker (609) 341-3632.

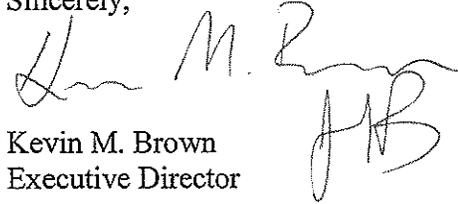


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Thank you for your cooperation in the implementation of Innovations Funding. I look forward to continuing to work with you, the Gloucester County Youth Services Commission and the Gloucester County Council on Juvenile Justice System Improvement.

Sincerely,



Kevin M. Brown
Executive Director

KMB/dh

- c: Chad Bruner, Co-Chair, County Council
Curtis Hurff, Co-Chair, County Council
Jennifer LeBaron, Ph.D., Deputy Executive Director of Policy, Research & Planning, JJC
Doris S. Darling, Director, Office of Local Programs & Services, JJC
Paul Summers, Chief of Budget & Finance, JJC
Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
Gina Blevins, Research & Reform Specialist, JJC
Jessica Froba, Court Liaison, JJC

Department: Health & Human Services, Division of Human & Disability Services, Youth Services Commission

Grant Title: New Jersey Juvenile Justice Commission Juvenile Detention Alternative Initiative

2020 Juvenile Detention Alternative Initiative

Salary and Wages Detail

Fringe

List all Employees within the program

Update the fringe rate if necessary

insert more lines if necessary

2019 Fringe is 55.34% for PERS

Highlighted cells are formulas and should not be changed

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Rudolph Alkens	YSC Administrator	\$ 6,000	55.34% \$ 3,320.40	\$ 6,000.00	\$ 3,320.40	\$ 9,320.40
Donna Pinto	Sr. Cmty Services Aide	\$ 6,000	55.34% \$ 3,320.40	\$ 6,000	\$ 3,320.40	\$ 9,320.40
		(a)	(c)			

Other Expenses

Grant Funds

County Funds

Total OE

Outside Services

Account Line Item #	\$ 114,000.00	\$ -	\$ 114,000.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ 114,000.00	\$ -	\$ 114,000.00
			(b)

	Grant	County	Total
Total Program Cost	\$ 120,000.00	\$ 3,320.40	\$ 123,320.40
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 6,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
OE	\$ 114,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	\$ 120,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE
RURAL TRANSPORTATION ASSISTANCE GRANT IN THE AMOUNT OF
\$122,979.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020**

WHEREAS, the County of Gloucester seeks to apply for available grant funds from the Rural Transportation Assistance Grant (RTAG), as per 49 U.S.C. § 5311 of the Federal Transit Act to provide transportation for eligible rural residents that includes demand response transportation for their non-emergency medical appointments and a rural shopping bus to various shopping facilities for the grant period from January 1, 2020 to December 31, 2020; and

WHEREAS, RTAG funding allocation for Gloucester County has been determined by formula to be \$122,979.00, with a state matching funds of \$61,489.50, and County matching funds of \$61,489.50 for a total program amount of \$245,958.00; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the grant applications with the NJ Transit Corporation for the RTAG in the total amount of \$122,979.00, with a County match of \$61,489.50, are hereby authorized for the grant period January 1, 2020 to December 31, 2020, and that the Freeholder Director or his designee is authorized to execute any documents and furnish any information which may be necessary to submit or accept said grant; and

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

BE IT FURTHER RESOLVED, that this grant application may be submitted along with the application for the Senior Citizen And Disabled Residents Transportation Assistance Program (SCDRTAP) grant which this Board authorized by adopted Resolution on June 5, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Jim Jefferson



DEPARTMENT OF HEALTH
& HUMAN SERVICES

DIRECTOR
Tamarisk L. Jones

DIVISION OF HUMAN AND
DISABILITY SERVICES

DIRECTOR
Lisa A. Cerny

115 Budd Boulevard
West Deptford, NJ 08096

Phone: 856.384.6900
Fax: 856.686.8343

www.gloucestercountynj.gov

The County of Gloucester complies with all state and federal rules and regulations against discrimination in admission to, access to, or operations of its programs, services, and activities. In addition, County encourages participation of people with disabilities in its programs and activities and offers special services to all residents 60 years of age and older. Inquiries regarding compliance may be directed to the County's ADA Coordinator at (856) 384-6842 / New Jersey Relay Service 711.



June 18, 2019

Anna Magri, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246

Dear Mrs. Magri:

The County of Gloucester is hereby applying for a grant under FTA Section 5311 of the Federal Transit Act, as amended. The approval of this grant will enable public transportation services to be available to the small urban and rural residents of our service area.

The County of Gloucester is requesting Non-Operating and /or Operating Assistance for the period **January 2020 – December 2020**. The total amount of federal and state funds requested is as follows:

January 2020 – December 2020 Section 5311

	OPERATING	NON-OPERATING
FTA Section 5311 Funds:	\$122,979.00	
State match funds:	\$ 61,489.50	
Local match funds:	\$ 61,489.50	
Total:	\$245,958.00	

January 2020 – December 2020 Innovation Grant (Operating only)

	OPERATING
FTA Section 5311 Funds:	
State match funds:	
Local match funds:	
Total:	

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, please contact Lisa Cerny at 856-384-6874.

Sincerely,

Lisa Cerny, Director
Division of Human & Disability Services

GRANT REQUEST FORM

DATE: June 18, 2019

- 1. TYPE OF GRANT
 NEW GRANT X RENEWAL

- 2. GRANT TITLE: FY 2020 FTA Small Urban and Rural Area Public Transportation (Section 5311)

- 3. GRANT TERM: FROM: 01-01-2020 TO: 12-31-2020

- 4. DATE APPLICATION DUE TO GRANTOR: August 1, 2019

- 5. CFDA NUMBER: _____

- 6. STATE GRANT NUMBER: 2020 Section 5311

- 7. COUNTY DEPARTMENT: Health & Human Services/ Div.Human & Disability Svc

- 8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny: 856-384-6874

- 9. NAME OF FUNDING AGENCY: NJ Transit

- 10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): DTS uses these funds to transport transit-dependent rural residents to non-emergency medical appointments and to shopping facilities. Grant covers administrative and operational expenses incurred by the DTS Program in the provision of transportation.

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

12. INDIRECT COST (IC) RATE 31.70%

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>\$184,468.50</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ <u>\$61,489.50</u>	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>245,958.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 109,468.00

TOTAL OTHER EXPENSES (b): \$ 75,000.50

TOTAL FRINGE (c): \$ 60,579.59

TOTAL PROGRAM COST (d): \$ 245,958.00 includes \$909.91 indirect

TOTAL GRANT FUNDING (e): \$ 184,468.50

TOTAL COUNTY FUNDING (f): \$ 61,489.50 includes \$909.91 indirect

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Seaccetti, Commissioner
Kevin S. Corbett, Executive Director



One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

May 22, 2019

Ms. Lisa Cerny
County of Gloucester
115 Budd Boulevard
West Deptford, NJ 08096

RE: Gloucester 2020 Combined SCDRTAP/5311 Application

Dear Ms. Cerny:

I am pleased to forward to your attention the combined 2020 Senior Citizens and Disabled Residents Transportation Assistance Program (SCDRTAP) and FTA Small Urban and Rural Area Public Transportation (Section 5311) application. If you are **not** an eligible subrecipient of both programs you need only complete the portions of the application that pertain to the grant program for which you are applying.

Fiscal Year January 1, 2020 – December 31, 2020	
SCDRTAP Allocation	\$477,489.00
Section 5311 FTA Allocation	\$122,979.00 (FTA portion only)

Please note: During the SCDRTAP application public hearing, you are required, at the minimum, to present a summary of proposed activities, goals for 2020 and a proposed budget. This ensures that the public will be better able to comment on your proposal. This information should also be read into the record during the hearing. You are also encouraged to arrange for a court stenographer to provide a transcript of the public hearing.

Please return one (1) copy of the application to NJ TRANSIT ~~by and no later than August 2, 2019~~. We ask that you also submit an electronic version of your application with all attachments. Once NJ TRANSIT receives, reviews and approves your completed application (in both printed and electronic form) a fully executed contract for each eligible grant will be sent to you.

If you have any questions regarding the application, please contact your assigned Regional Program Administrator.

Your services create a vital link in your community and helps provide independence and safe travel to residents of the state of New Jersey. Thank you for your continued dedication to community Transportation and most importantly, your customers.

Sincerely,

Janelle Rivera

Janelle Rivera, Manager, Local Programs

Cc: Anna R. Magri, Director
Lisa Tulley

Department: Human Services
 Grant Title: 2020 Section 5311

Salary and Wages Detail

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

Fringe

Update the fringe rate if necessary
 2019 Fringe is 55.34% for PERS and 65.39% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Vince Catrambone	Omnibus Operator	\$ 25,000	\$ 13,835.00	\$ 25,000.00	\$ 13,835.00	\$ 38,835.00
Steve Carlin	Omnibus Operator	\$ 13,310	\$ 7,365.75	\$ 13,310.00	\$ 7,365.75	\$ 20,675.75
Dana Convery	Supervising Omnibus Op	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Jim Dietz	Omnibus Operator	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Allen Figgs	Omnibus Operator	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Gilda Killeen	Customer Service Rep	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Karl Kappler	Omnibus Operator	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Jane Lyons	Omnibus Operator	\$ 10,000	\$ 5,534.00	\$ 10,000.00	\$ 5,534.00	\$ 15,534.00
Patricia Sweet	Omnibus Operator	\$ 11,158	\$ 6,174.84	\$ 11,158.00	\$ 6,174.84	\$ 17,332.84
		\$ 109,468	\$ 60,579.59	\$ 109,468.00	\$ 60,579.59	\$ 170,047.59
		(a)	(c)			
					Indirect	909.91

Other Expenses	Grant Funds	County Funds	Total OE
fuel and oil	\$ 25,000.50		\$ 25,000.50
outside services	\$ 50,000.00		\$ 50,000.00
	\$ 75,000.50	\$ -	\$ 75,000.50
			(b)
			Total
	Grant	County	
	184,468.50	60,579.59	245,048.09
	(e)	(f)	(d)

Total Program Cost	184,468.50	60,579.59	245,048.09
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Grant Funding History

	New	19-XXX	18-XXX	17-XXX
S&W, Fringe	\$ 109,468.00	\$ 141,158.00	\$ 134,508.00	\$ 179,184.00
OE	\$ 75,000.50	\$ 25,000.00	\$ 25,000.00	\$ 37,000.00
	\$ 184,468.50	\$ 166,158.00	\$ 159,508.00	\$ 216,184.00

1 and 1/2 year

SECTION 5311 FY19 ALLOCATIONS

IN AN EFFORT TO EXPEDITE NJ TRANSIT'S BOARD PRESENTATION TO REQUEST MATCH DOLLARS, complete the attached budget form and email to Your Regional Program Administrator by May 21, 2019.

FY2020 SECTION 5311 BUDGET REQUEST

Applicant: Gloucester County

Please complete the budget by category for your allocation below:

New CY Allocation January 1, 2020 – December 31, 2020

	OPERATING (50%/25%/25%)	ADMINISTRATION (80%/10%/10%)	CAPITAL (80%/10%/10%)	TOTAL
FEDERAL	\$122,979.00	\$0.00	\$0.00	\$122,979.00
STATE MATCH	\$61,489.50	\$0.00	\$0.00	\$61,489.50
LOCAL MATCH	\$61,489.50	\$0.00	\$0.00	\$61,489.50
TOTAL	\$245,958.00	\$0.00	\$0.00	\$245,958.00