

AGENDA

6:00 p.m. Wednesday, October 2, 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 September 18, 2019.

PROCLAMATIONS

P-1 Proclamation in recognition of Deptford High School’s Varsity Soccer Field to be named the Coach John Culp Varsity Field. (Previously presented) (Freeholder Deputy Director DiMarco)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

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

This Resolution will authorize the insertion of special items of revenue into the County budget and request approval by the Division of Local Government Services for the following:

- **Port Security Grant Program** - \$15,645.00. This grant will provide funds to be used for the purchase of a tactical robot for SWAT. This three (3) pound robot can be thrown into areas not readily visible to SWAT operators and does not require the set up time that larger robots require. It will be used to respond to critical events at the Port of Paulsboro and the surrounding infrastructure.

A-2 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

This Resolution will authorize necessary revisions to the County’s Human Resources Manual which provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to County residents. The Human Resources Department is requesting revisions to certain parts of the existing manual (PER-6) to clarify policies relative to **HR 7.4**-Hours of Work, **7.4 Exhibit B**-Approval Request-Workday Off-Site, and **9.10**-Reimbursement for Expenses.

HR Policy 7.4	Hours of Work	To clarify the approval process and procedures for leaving on County business and/or reporting to work off-site from primary work location.
HR 7.4 Exhibit B	Approval Request Workday Off-Site	Formalize the procedure for leaving on County business and/or reporting to work off-site from primary work location.
HR Policy 9.10	Reimbursement for Expenses	Revised to refer employees to HR 7.4 for policy and procedure for leaving on County business and/or reporting to work off-site from primary work location.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH TVS, INC. T/A TRISTATE FOOD AND BEVERAGE SERVICE FROM OCTOBER 11, 2019 TO OCTOBER 10, 2021.

This Resolution will authorize a contract with TVS, Inc. *t/a* TriState Food and Beverage Service for the provision of vending machines in various County Buildings, as per PD-019-053, at a commission rate of 31.1% from October 11, 2019 to October 10, 2021.

A-4 RESOLUTION AUTHORIZING CONTRACTS WITH STEVEN W. BARTELT MAI, MOLINARI & ASSOCIATES P.C., T.W. SHEEHAN & ASSOCIATES, LLC, THE HANSON ORGANIZATION, AND R.W. FRANKENFIELD ASSOCIATES, FROM AUGUST 9, 2019 TO AUGUST 8, 2020 IN AN AMOUNT NOT TO EXCEED \$35,000.00 EACH.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP-019-044) for the required appraisal work needed for the projects the office will be working on over the next twelve months (the Public Works Department was also included in the RFP's for appraisal work, as well as other unspecified special County projects that may surface). Based on the workload expected over the next year it was determined that 5 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan and personnel availability, and anticipated costs.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH BRT TECHNOLOGIES, LLC FROM OCTOBER 2, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$56,898.24.

This Resolution authorizes a contract with BRT Technologies from October 2, 2019 to December 31, 2019 in an amount not to exceed \$56,898.24 as per PD-019-061 for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1, and as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at the certified data center location. This contract is for estimated units of service and therefore is an open-ended contract which does not require a Certificate of Availability of Funds

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH TAGS AUTO SUPPLY FROM OCTOBER 19, 2019 TO OCTOBER 18, 2021 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR.

This Resolution will authorize a contract with Tags Auto Supply for the supply and delivery of automotive parts and accessories as per PD-019-048, for a period of two years from October 19, 2019 to October 18, 2021, in an amount not to exceed \$140,000.00 per contract year.

C-2 RESOLUTION AUTHORIZING A JURISDICTIONAL AGREEMENT WITH THE STATE OF NEW JERSEY REGARDING THE ROUTE 44 TRUCK BYPASS AND DUPONT PORT ACCESS ROAD.

This Resolution will authorize and approve Jurisdictional Agreement #4854 with the State of New Jersey, Department of Transportation, which will allocate jurisdiction between the County and State for highway maintenance and control of State of Route 44 Truck Bypass and Du-Pont Port Access Road.

C-3 RESOLUTION AUTHORIZING CONTRACT AMENDMENT FOR TRI-COUNTY COMMUNITY ACTION AGENCY, INC. T/A GATEWAY COMMUNITY ACTION PARTNERSHIP.

The County of Gloucester adopted a Resolution on August 28, 2019 and awarded contracts for RFP#19-043 to seven nonprofit agencies for public service projects, from September 1, 2019 to August 31, 2020. A contract was awarded to Tri-County Community Action Agency, Inc. t/a Gateway Community Action Partnership for the continuance of an eight (8) week extended Head Start Program at Williamstown, Glassboro, Paulsboro, and Swedesboro Head Start Centers, in an amount not to exceed \$25,000.00. It is necessary to revise the Scope of Services in the contract; to state the program will serve 68 youth and it will be an extended eight (8) week summer session at Glassboro and Williamstown and an extended four (4) week summer session at Paulsboro and Swedesboro.

C-4 RESOLUTION AUTHORIZING THE PURCHASE OF MICRO-SURFACING SUPPLIES AND SERVICES FROM ASPHALT PAVING SYSTEMS THROUGH STATE CONTRACT FROM OCTOBER 2, 2019 TO OCTOBER 1, 2020 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

This Resolution will authorize the purchase of micro-surfacing supplies and services needed for various engineering projects through the County, through State Contract No. T2507 from October 2, 2019 to October 1, 2020, in an amount not to exceed \$75,000.00.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2019 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$210,605.20 WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2022.

This grant will enhance the County's abilities to prevent, protect, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies. The Grant will enhance communications and safety of special teams. It will fund some of the following items: Auto License Plate Recognition Systems, Bomb Vehicle, Computers with Monitors, Hazmat Equipment and Swat Ballistic Helmets.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR A GRANT RENEWAL TO OFFSET A PORTION OF THE COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY IN THE TOTAL AMOUNT OF \$12,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020.

This resolution authorizes a grant renewal application for a reimbursement of the Mental Health Administrator's salary in a total amount of \$12,000.00, from July 1, 2019 to June 30, 2020. This is contingent on the County meeting the requirements of all mental health services regulations and approval by the New Jersey Division of Mental Health and Addiction Services.

F-2 RESOLUTION AUTHORIZING EXECUTION OF CONTRACTS FOR THE SECOND YEAR OF THE 2019-2021 AREA PLAN CONTRACT GRANT.

This Resolution authorizes the execution of contract funding for the Area Plan Contract with the New Jersey Department of Human Services, Division of Aging Services for calendar year 2020 in the amount of \$1,569,876.00 from January 1, 2020 to December 31, 2020. The funding enables the County Department of Health and Human Services, Division of Senior Services, to provide a broad range of support programs and services for the elderly population in Gloucester County.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, September 18, 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 September 4, 2019.

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

PROCLAMATIONS

52041 Proclamation recognizing Matthew Jacovelli of Deptford, NJ for breaking the “Guinness World Record” by growing a 29 Cob Cornstalk. (to be presented) (Freeholder Lavender)

52042 Proclamation recognizing Kenneth J. Lacovara, Ph.D. on receiving The Explorers Club Medal Proclamation recognizing (previously presented) (Freeholder Simmons)

52043 Proclamation recognizing Clayton Baptist Church – 130th Anniversary Celebration (1889-2019) (previously presented) (Freeholder Christy on behalf of Freeholder Jefferson)

52044 Proclamation honoring and in memory of Deaconess Doris L. Corsey (July 24, 1929 – September 2, 2019) (previously presented) (Freeholder Deputy Director DiMarco)

PUBLIC HEARING AND ADOPTION

52045 REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY’S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2010, DATED SEPTEMBER 30, 2010; AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

This Refunding Bond Ordinance authorizes the refunding of the County’s General Obligation Bonds, Series 2010, to result in interest cost savings to the County. This Ordinance was introduced on August 28, 2019, and published pursuant to N.J.S.A. 40A:2-17.

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

ADOPT

	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

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

52046 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

	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

52047 RESOLUTION REAPPOINTING MEMBERS AND A SECRETARY TO THE GLOUCESTER COUNTY INSURANCE FUND COMMISSION.

	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

52048 RESOLUTION AUTHORIZING AND APPROVING OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X		19-06563	
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X		19-06563 & 19-02763	
Director Damminger			X			

Comments: N/A

52049 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE PREPARATION AND DISTRIBUTION OF OFFERING DOCUMENTS IN CONNECTION WITH THE ISSUANCE AND SALE OF THE COUNTY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019A; AUTHORIZING THE ISSUANCE, SALE AND AWARD OF SAID BONDS; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO.

	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**

52050 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH TEC ELEVATOR, INC. FROM OCTOBER 4, 2019 TO OCTOBER 3, 2021 FOR AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

52051 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 20-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$35,000.00 FOR THE FISCAL YEAR 2020 REGIONAL GIS PROGRAM.

	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

52052 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 20-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$65,875.00 FOR THE FISCAL YEAR 2020 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

	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

52053 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 20-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$49,017.00 FOR FISCAL YEAR 2020 TRANSIT SUPPORT PROGRAM.

	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

52054 RESOLUTION AUTHORIZING A CONTRACT WITH BELMAWR COLLISION CENTER, INC. FROM SEPTEMBER 5, 2019 TO SEPTEMBER 4, 2021 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER 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

52055 RESOLUTION AUTHORIZING A CONTRACT WITH DEMOUNTABLE CONCEPTS, INC. FROM SEPTEMBER 5, 2019 TO SEPTEMBER 4, 2021 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER 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

52056 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 19-DT-BLA-786 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR THE 2019 GC ROADWAY SAFETY PROJECT IN AN AMOUNT NOT TO EXCEED \$676,700.00.

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

Comments: N/A

52057 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 19-DT-BLA-787 WITH NJ DEPARTMENT OF TRANSPORTATION FOR \$2,703,340.00 REGARDING 2019 TRAFFIC SIGNAL UPGRADES.

	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

52058 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJDOT REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND FOR THE ROWAN UNIVERSITY FOSSIL PARK ENTRANCE ROAD INTERSECTION IMPROVEMENT AT WOODBURY GLASSBORO ROAD (CR553) PROJECT.

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

Comments: N/A

52059 RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FOR \$99,682.83.

	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

52060 RESOLUTION AUTHORIZING A CONTRACT WITH RIVERSIDE CONSTRUCTION MATERIALS, INC. FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$1,500,000.00.

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

Comments: N/A

52061 RESOLUTION EXTENDING THE CONTRACTS WITH SIGNAL CONTROL PRODUCTS, INC., GENERAL TRAFFIC EQUIPMENT CORP., AND TRAFFIC PARTS, INC. FOR A PERIOD OF TWO YEARS.

	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

52062 RESOLUTION AUTHORIZING A CONTRACT WITH JPC GROUP, INC. FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

52063 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION, FROM AUGUST 1, 2019 TO JULY 31, 2021, FOR \$40,014.00.

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

Comments: N/A

52064 RESOLUTION AUTHORIZING THE COUNTY TO UTILIZE EVENTBRITE, AN ONLINE PROGRAM MANAGEMENT PLATFORM.

	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**

52065 RESOLUTION AUTHORIZING A SHARED SERVICES AND VEHICLE USE AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2022.

	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

52066 RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY FOR THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 36 GRANT IN AN AMOUNT NOT TO EXCEED \$2,200.00.

	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**

**52067 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FROM OCTOBER 1, 2019 TO
SEPTEMBER 30, 2021.**

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

Comments: N/A
Old Business

New Business

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

OPEN

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

Comments: Deborah Baldassarre of Mantua addressed the Board regarding her concerns of the speed limit on Alt. Route 553. She requested that alternatives be looked at like cross walks, improvements, etc.

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: 6:25

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition Of ~

Deptford High School's Varsity Soccer Field to be Named the Coach John Culp Varsity Field

September 20, 2019

WHEREAS, in recognition of John Culp, who started and coached the Deptford High School Soccer Program from 1965 through 1985, the Deptford High School Varsity Soccer Field will be named the Coach John Culp Varsity Field; and

WHEREAS, John Culp played his first soccer game in 1942 and graduated High School in 1948. In 1949, John started coaching soccer while serving in the US Navy and is a Korean War Veteran; and

WHEREAS, some of John's soccer accomplishments include: helped form and shape the South Jersey Soccer Coaches Association in 1966-1967, helped start the South Jersey Coaches Tournament in 1970, served on the State Soccer Coaches Association Executive Committee for fifteen years, organized the All State All Star game in 1982 and coached the first game, developed the logo and banner for the South Jersey Soccer Coaches Association and the NJ State Soccer Coaches Association, served as President of the NJ Soccer Association and officiated High School soccer in South Jersey for 25 years, retiring at the age of 80; and

WHEREAS, John Culp is a member of the NJ State Soccer Hall of Fame, South Jersey Coaches of Boys Athletics Hall of Fame, South Jersey Coaches Association Hall of Fame, Pennsylvania Sports Hall of Fame, recipient of the Distinguished Alumni Soccer Award from West Chester University, Gloucester County NJ Sports Hall of Fame and the Deptford High School Sports Hall of Fame.

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 the naming of the Deptford Township High School Soccer Field to the Coach John Culp Varsity Soccer Field.

IN WITNESS WHEREOF, the Director and Clerk, have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of September, 2019.

Signature of Frank J. DiMarco

Frank J. DiMarco Freeholder Deputy Director

Signature of Daniel Christy

Daniel Christy Freeholder

Signature of James J. Lavender, Ed.D.

James J. Lavender, Ed.D. Freeholder

Signature of Laurie J. Burns

Attest: Laurie J. Burns, Clerk of the Board

Signature of Robert M. Damminger

Robert M. Damminger Freeholder Director

Signature of Lyman Barnes

Lyman Barnes Freeholder

Signature of James B. Jefferson

James B. Jefferson Freeholder

Signature of Heather Simmons

Heather Simmons Freeholder

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:

- **Port Security Grant Program** - \$15,645.00. This grant will provide funds to be used for the purchase of a tactical robot for SWAT. This three (3) pound robot can be thrown into areas not readily visible to SWAT operators and does not require the set up time that larger robots require. It will be used to respond to critical events at the Port of Paulsboro and the surrounding infrastructure.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 2, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

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

WHEREAS, there exists a need by the County of Gloucester to approve modifications to the County’s Human Resources Manual; and

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

WHEREAS, the following modifications are being requested:

- Revising **HR Policy 7.4, Hours of Work**, to clarify the approval process and procedures for leaving on County business and/or reporting to work off-site from primary work location;
- Adding **HR Policy 7.4, Hours of Work, Exhibit B**, Approval Request Workday Off-Site form to formalize the procedure for leaving on County business and/or reporting to work off-site from primary work location;
- Revising **HR Policy 9.10, Reimbursement for Expenses**, to refer employees to HR 7.4 for policy and procedure for leaving on County business and/or reporting to work off-site from primary work location;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby approves modifications to the Human Resources Manual, for **Policies 7.4, 7.4-Exhibit B, and 9.10**, as set forth hereinabove, and directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this Manual.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 2, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester
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CHAPTER:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
SECTION:	10 – TRAVEL AND REIMBURSEMENT FOR EXPENSES	REVISED: 10/2/19

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

Employees should also refer to HR Manual 7.4 regarding the approval process for leaving the primary work site on County business.

HR 9.10 Request for Reimbursement Form is provided for the Employee to use in seeking reimbursement for expenses not associated with overnight stay.

In the event any employee is required to travel in the course of his/her employment and said travel includes overnight stay, regardless of the source of funding (ie., County funded or grant funded), he/she shall follow the guidelines detailed below (consistent with the Purchasing Procedures Manual):

All requests for travel expenses that include overnight stay first must be pre-approved by the Department Head prior to the event. Once the Department Head approves the travel, the Travel Request Form (HR 9.10 Exhibit Y) should be completed and the subsequent approvals from the Treasurer, Freeholder Liaison, Freeholder Director and County Administrator must be obtained. Department Heads when seeking approval of travel inclusive of overnight stay shall proceed directly to this step (HR 9.10 Exhibit Y).

In order to get reimbursed for costs associated with per-approved travel expenses, a purchase requisition must be submitted to the Purchasing Department along with the appropriate form. For travel costs related to overnight stay, this requisition must be submitted with enough time being allowed for arrangements to be made.

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

Employee:

Seeks approval for expenses prior to incurring the costs.

For costs associated with overnight stay, utilizes HR 9.10 Exhibit Y, Travel Request Form.

For costs not associated with overnight stay, utilizes the HR 9.10 – Request for Reimbursement Form.

Department Head/Designee:

Approves or disapproves employee travel and expense requests.

Submits to the appropriate parties the Travel Request Form (HR 9.10 Exhibit Y) for any travel costs associated with overnight stay.

CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	4 – HOURS OF WORK	REVISED: 10/2/19

The current hours of work including rest and meal periods shall be maintained according to department procedure and, where applicable, the current negotiated contract.

Employees are expected to be at their work stations and ready for work at their prescribed starting time, unless an alternative start time has been approved. Furthermore, employees are expected to work a full day and to work until their prescribed ending time, unless an alternative end time has been approved. Employees may be excused from their work stations for rest and meal periods as well as to leave on county business. Approval and oversight of employee's work time is the responsibility of the department head and/or designee. Furthermore, as detailed below, whenever County business takes an employee away from the worksite for an entire workday, permission must be sought in advance by both the Department Head and County Administration.

Rest and Meal Periods

Meal Periods (aka Lunch Breaks) may be determined as per the negotiated contract and work schedule or may be determined by department procedure. All other rest periods are determined according to department procedures, typically a 15 minute rest period is allowed in the first half of a workday and another 15 minute rest period is allowed in the second half of the workday.

All breaks will be scheduled by the Department Head/designee, who will stagger such breaks to assure coverage of services and office telephones.

For regular workdays, Monday through Friday, lunch breaks will be scheduled starting as early as 11:00 am and concluding no later than 2:00 pm. Breaks may not be scheduled during the first or last 15 minutes of the work day.

When available, employees are encouraged to utilize the facilities for rest and meal periods.

Leaving on County Business

County staff may report directly to off-site locations and/or leave the primary work site during regular work hours for such work duties as appointments with clients, meetings, field work, training, seminars, or conferences as long as the employee has obtained prior approval in accordance with this policy.

- When leaving the primary work site on County business for a *portion* of the full work day, the employee must do so in accordance with current department policy. No employee may leave the office for any reason without prior authorization or approval.
 - When seeking leave from the primary work site, the employee will note his/her departure time, destination, reason, and time of anticipated return.
 - When returning, the employee will complete the previous entry with the actual return time.
 - *Employees are expected to return to the primary work site when off-site County business is completed and time in the workday remains.*
- When County business takes an employee away from the worksite for an *entire* workday, permission must be sought *in advance* for the employee by both the Department Head and County Administration utilizing the form “Approval Request Workday Off-Site”, found in HR Manual 7.4 Exhibit B.
- Please note that at the discretion of the County Administrator and/or the Department Head, proof of attendance will be required.

Employee:

Takes rest and meal periods at scheduled times.

Seeks approval prior to leaving on County business. When County business takes the employee away from the primary work site for the an entire day, seeks permission in advance utilizing the appropriate form, “Approval Request Workday Off-Site” HR 7.4 Exhibit B.

Reports departure time, destination, reason, anticipated return time and actual return time in accordance with departmental procedures.

Provides proof of attendance for County business away from primary work site when required.

Should refer to HR Chapter 6 for Leave Time policies and procedures for other authorized absences.

Adheres to work hours and seeks approval of schedule changes utilizing the form “Schedule Change Request” HR 7.4 Exhibit A.

Department Head/Designee:

Schedules breaks to assure coverage of services and office telephones.

Ensures department procedures for leaving on county business for a portion of the workday include communicating departure time, destination, reason, and anticipated return time as well as actual return time.

Ensures that Administration approval is sought in advance for County business that takes an employee away from the worksite for an *entire* workday.

Reviews schedule change requests and makes recommendation to Administration.

Ensures any temporary schedule changes are monitored and concluded timely.

Administrator/Designee:

Issues decision on any schedule change requests.

Determines approval for requests to attend to County business off-site for entire workday.

County of Gloucester
Human Resources Manual

CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 10/2/19
SECTION:	4 – HOURS OF WORK	REVISED:

EXHIBIT B – APPROVAL REQUEST WORKDAY OFF-SITE

To: _____ (County Administration)

From: _____ (Department Head)

Employee: _____ Travel Date(s): _____

Department: _____ Destination: _____

Purpose (detail): _____

Approvals:

Department Head: _____ Date: _____

County Administrator: _____ Date: _____

Proof of attendance required? YES or NO

Post off-site date, proof of attendance received

Initials
Department Head/County Administrator/Designee

**RESOLUTION AUTHORIZING A CONTRACT WITH TVS, INC. T/A TRISTATE FOOD
AND BEVERAGE SERVICES FROM OCTOBER 11, 2019 TO OCTOBER 10, 2021**

WHEREAS, the County of Gloucester has a need for the provision of vending machines and service in various buildings throughout the County as per PD-019-053; and

WHEREAS, bids were publicly received and opened on September 10, 2019, and after following proper bid opening and evaluation procedure, it was determined that TVS, Inc. t/a TriState Food and Beverage Services of 19 Elbo Lane, Mt. Laurel, NJ 08054, was the highest responsive and responsible bidder at a commission rate of 31.1%; and

WHEREAS, the County's Qualified Purchasing Agent has recommended award of a contract to TVS, Inc. t/a TriState Food and Beverage Services from October 11, 2019 to October 10, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the Contract 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with TVS, Inc. t/a TriState Food and Beverage Services for the provision of vending machines and service, as per PD-019-053, from October 11, 2019 to October 10, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods, at a commission rate of 31.1%.

ADOPTED by the Board of Chosen Freeholders of the County of Gloucester held on October 2, 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
TVS, INC., t/a TRISTATE
FOOD & BEVERAGE SERVICES**

THIS CONTRACT is made effective the 2nd day of **October, 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 **TVS, INC., t/a TRISTATE FOOD & BEVERAGE SERVICES**, of 19 Elbo Lane, Mt. Laurel, NJ 08054, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need to contract for vending machine service for various County buildings, as per PD-019-053; and

WHEREAS, Vendor represents that it is qualified 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from October 11, 2019 to October 10, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION.** Vendor shall pay to the County a 31.1% commission on all sales made through the vending machines placed into any County building, as per Specifications PD-019-053. All payments of commissions to the County shall be made pursuant to, and in accordance with, all the terms and provisions of the Specifications and as set forth in the Vendor's bid response.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be for vending machine service for various County buildings, as set forth in the Specifications identified as **PD-019-053**, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid Specifications, the bid documents shall prevail.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the bid Specifications identified as PD-019-053, 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.

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

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

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

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

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

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

the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

15. **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.

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

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

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

19. **CONTRACT PARTS.** This Contract shall consist of this document, the Specifications PD-019-053, and Contractor's bid response. If there is a conflict between this Contract and the Specifications or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 2nd day of October, 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 Vendor 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:

**TVS, INC., t/a TRISTATE FOOD &
BEVERAGE SERVICES**

**PETER DIGILIO,
PRESIDENT**

<p>PD 019-053 Bid Opening 9/10/2019 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF VENDING MACHINE SERVICE FOR VARIOUS COUNTY BUILDINGS</p>		<p>VENDOR: TVS Inc. T/A TriState Food & Beverage Services 19 Elbo Lane Mt. Laurel, NJ 08054 Peter DiGillo - Pres. 856 235-1790 856 235-1791 fax pdigillo@tristatevending.com</p>	<p>VENDOR: Davar Services, Inc. 70 Vincent Circle Ivyland, PA 18974 Arthur Alper, President 215-672-5110 215-672-9026-Fax aalper@davarservices.com</p>
ITEM DESCRIPTION	Commission Rate	Commission Rate	Commission Rate
1. Commission Rate for All Items	31.1%	26.5%	
Variations: (if any)	NONE	NONE	
Will you extend your prices to local government entities within the County	No	No	
Bid specifications sent to:	Bidnet	Selective Vending	
	Prime Vendor	Onvia	
	Bid Time Vending	LightSource	
THIS IS A TWO YEAR CONTRACT WITH 1 TWO YEAR EXTENSION OR 2 ONE YEAR EXTENSIONS			
Based upon the bids received, I recommend TVS Inc, T/A TriState Vending Services be awarded the contract as the highest, responsible, responsive bidder.			
	Sincerely		
	Kimberly Larter, Qualified Purchasing Agent		

A-4

RESOLUTION AUTHORIZING CONTRACTS WITH STEVEN W. BARTELT MAI, MOLINARI & ASSOCIATES P.C., T.W. SHEEHAN & ASSOCIATES, LLC, THE HANSON ORGANIZATION, AND R.W. FRANKENFIELD ASSOCIATES, FROM AUGUST 9, 2019 TO AUGUST 8, 2020 IN AN AMOUNT NOT TO EXCEED \$35,000.00 EACH

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for appraisal and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Steven W. Bartelt, MAI, P.O. Box 8169, Turnersville, NJ, 08080
- Molinari & Associates, P.C., Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, NJ, 08096
- T.W. Sheehan & Associates, LLC, P.O. Box 641, Haddonfield, NJ, 08033
- The Hanson Organization, 245 Crystal Lake Avenue, Audubon, NJ, 08106
- R.W. Frankenfield Associates, 521 Middle Road, Hammonton, NJ, 08037; and

WHEREAS, each said contract for title work and related services would be for estimated services in an amount not to exceed \$35,000.00, as per RFP #019-044; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

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

1. That contracts for title work and related services for land and/or development right acquisitions by the County be awarded to: STEVEN W. BARTELT MAI, MOLINARI & ASSOCIATES, P.C., T.W. SHEEHAN & ASSOCIATES, LLC, THE HANSON ORGANIZATION, AND R.W. FRANKENFIELD ASSOCIATES, as needed from August 9, 2019 to August 8, 2020, and each for an amount not to exceed \$35,000.00; and
2. That the Director of the Board is hereby authorized the execute and the Clerk of the Board is hereby authorized to attest to the contracts for the aforementioned purpose on behalf of the County; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contracts, if applicable, and a copy of this Resolution and the contracts are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester

County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 2, 2019, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI**

THIS CONTRACT is made this 2nd day of October, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, with offices at P.O. Box 8169, Turnersville, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2019 to August 8, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated June 21, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #019-044. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #019-044, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #019-044.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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. CONTRACT PARTS. This Contract consists of this Contract document, RFP #19-044 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #019-044, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #019-044, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of October, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STEVEN W. BARTELT, MAI

BY: _____
STEVEN W. BARTELT, MAI, SRA

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
MOLINARI & ASSOCIATES, P.C.**

THIS CONTRACT is made this 2nd day of October, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **MOLINARI & ASSOCIATES, P.C.**, with offices at Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, New Jersey 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2019 to August 8, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated July 5, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #019-044. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #019-044, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #019-044.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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. CONTRACT PARTS. This Contract consists of this Contract document, RFP# 19-044 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #019-044, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #019-044, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of October, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MOLINARI & ASSOCIATES, P.C.

BY: _____
EDWARD T. MOLINARI, PRESIDENT

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
T.W. SHEEHAN & ASSOCIATES, LLC**

THIS CONTRACT is made this 2nd day of October, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **T.W. SHEEHAN & ASSOCIATES, LLC**, with offices at P. O. Box 641, Haddonfield, New Jersey 08033, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2019 to August 8, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated June 24, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #019-044. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #019-044, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #019-044.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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. CONTRACT PARTS. This Contract consists of this Contract document, RFP# 19-044 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #019-044, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #019-044, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of October, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

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

**BY: _____
ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

T. W. SHEEHAN & ASSOCIATES, LLC

**BY: _____
TIMOTHY W. SHEEHAN, PRESIDENT**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
THE HANSON ORGANIZATION**

THIS CONTRACT is made this 2nd day of October, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **THE HANSON ORGANIZATION**, with offices at 245 Crystal Lake Avenue, Audubon, New Jersey 08106, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2019 to August 8, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated July 9, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #019-044. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #019-044, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #019-044.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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. CONTRACT PARTS. This Contract consists of this Contract document, RFP #19-044 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #019-044, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #019-044, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of October, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

THE HANSON ORGANIZATION

BY: _____
MARK J. HANSON, SCGRE, MAI, SRA

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
R.W. FRANKENFIELD ASSOCIATES**

THIS CONTRACT is made this 2nd day of October, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **R.W. FRANKENFIELD ASSOCIATES**, with offices at 521 Middle Road, Hammonton, New Jersey 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from August 9, 2019 to August 8, 2020, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated June 7, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #019-044. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #019-044, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #019-044.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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. CONTRACT PARTS. This Contract consists of this Contract document, RFP# 19-044 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #019-044, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #019-044, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 2nd day of October, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

R.W. FRANKENFIELD ASSOCIATES

BY: _____
ROBERT W. FRANKENFIELD, OWNER

RESOLUTION AUTHORIZING A CONTRACT WITH BRT TECHNOLOGIES, LLC FROM OCTOBER 2, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$56,898.24

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the development, printing and first class mailing of property assessment notification cards to approximately 118,538 property owners within Gloucester County, as required under N.J.S.A. 54:4-38.1; and

WHEREAS, as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at a certified data center location; and

WHEREAS, after following proper public bidding procedure, it was determined that BRT Technologies, LLC with corporate offices located at 22 Birchwood Lane, Mantua, New Jersey 08051 was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$56,898.24, as more specifically described in the bid specifications of PD-019-061; and

WHEREAS, bids were publicly received and opened on October 1, 2019; and

WHEREAS, this contract shall be for estimated units of services, on an as-needed basis, in an amount not to exceed \$56,898.24, from October 2, 2019 to December 31, 2019. The Contract is therefore, open-ended which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of contract with BRT Technologies, LLC, for the development, printing, and first class mailing of property assessment notification cards, as required under N.J.S.A. 54:4-38.1, from October 2, 2019 to December 31, 2019, in an amount not to exceed \$56,898.24; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 2, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
BRT TECHNOLOGIES, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 2nd day of **October, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and **BRT Technologies, LLC**, of 22 Birchwood Lane, Mantua, New Jersey 08051, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1 to approximately 118,538 property owners within Gloucester County, as set forth in PD-019-061; 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**. The term of the contract shall be for the period from October 2, 2019 to December 31, 2019.
2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$56,898.24, as per PD-019-061 and the Vendor’s bid package, which is incorporated in its entirety by reference.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor’s services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. The maximum dollar amount is based on a reasonable estimate of the goods and services required over the contract term, and the local unit is not obligated to spend that amount.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth-in specifications identified as PD-019-061, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

6. TERMINATION. This contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of

damages due the County from the Vendor is determined.

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

8. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

9. 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 costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. 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.

10. 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.

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

N.J.S.A. 54:4-38.1 requires notification of current assessment by mail to each taxpayer prior to February 1 of the tax year. Given the statutory deadline and the time effect such mailing has with respect to taxpayer rights to file appeals by statutory deadline, Vendor shall pay set-off penalty of \$5,000.00 and/or have the same amount deducted from payable contract amount if mailing are not delivered to post office/ mailing entity prior to November 15, 2019.

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

13. 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.

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

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

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

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

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

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

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

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

22. CONTRACT PARTS. This contract consists of this contract document, and the specifications identified as PD-019-061, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 2nd day of October, 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 Vendor 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:

BRT TECHNOLOGIES, LLC

By:
Title:

**RESOLUTION AUTHORIZING A CONTRACT WITH TAGS
AUTO SUPPLY FROM OCTOBER 19, 2019 TO OCTOBER 18, 2021
IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR**

WHEREAS, the County of Gloucester has a need for the supply and delivery of automotive parts and accessories as per PD-019-048; and

WHEREAS, bids were publicly received and opened on August 29, 2019, and after following proper bid opening and evaluation procedure, it was determined that Tags Auto Supply of 12 W. High Street, Glassboro, NJ 08028 was the lowest responsive and responsible bidder; and

WHEREAS, the County's Qualified Purchasing Agent and the County Engineer have recommended award of a contract to Tags Auto Supply in an amount not to exceed \$140,000.00 per year, from October 19, 2019 to October 18, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with Tags Auto Supply for the supply and delivery of automotive parts and accessories, as per PD-19-048, from October 19, 2019 to October 18, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods, in an amount not to exceed \$140,000.00 per contract year; and

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

ADOPTED by the Board of Chosen Freeholders of the County of Gloucester held on October 2, 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
TAGS AUTO SUPPLY**

THIS CONTRACT is made effective the 2nd day of **October, 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 **TAGS AUTO SUPPLY**, of 12 W. High Street, Glassboro, NJ 08028, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need to contract for the supply and delivery of automotive parts and accessories for County vehicles as per PD-019-048; and

WHEREAS, Vendor represents that it is qualified 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from October 19, 2019 to October 18, 2021; with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION.** The Vendor shall be compensated in an amount not to exceed \$140,000.00 per year. This Contract shall be for estimated units of service on an as-needed basis, as set forth in Bid Specifications PD-019-048, and is open-ended, which does not obligate the County to make any purchase.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be for the supply and delivery
-

of automotive parts and accessories as set forth in the specifications identified as PD-019-048, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid specifications, the bid documents shall prevail.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-019-048, 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, 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, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **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.

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

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

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

19. **CONTRACT PARTS.** This Contract shall consist of this document, the Specifications of PD-019-048, and Contractor's bid response. If there is a conflict between this Contract and the Specifications or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 2nd day of October, 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 Vendor 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:

TAGS AUTO SUPPLY

**FRED H. TARTAGLIONE,
PRESIDENT**

SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR THE COUNTY OF GLOUCESTER

DESCRIPTION	Ford	GM	Chrysler	Toyota	Isuzu	Nissan	CANNOT MEET DELIVERY REQUIREMENTS PERCENT OFF	PERCENT OFF	PERCENT OFF	PERCENT OFF																				
001 Body Parts (Side Mirrors, Other)																														
002 Engine Parts (Internal & External) Rebuilding comp																														
003 Air Conditioner Components-Heating sys, heater core, cooling system, thermostats, water pumps																														
004 Drive Components-Drive shaft, Ujoints,Axel parts,differential parts and clutch parts																														
005 Fuel System-Carbs, fuel inject, fuel pumps																														
006 Ignition System-Spark plugs, wiring, all electronic ignition parts																														
007 Transmissions- Standard trans parts, Auto Trans																														
008 Additives- Cleaners, cement,polishes, degreasers, radiator flush, sealing compound																														
009 Brake up alarms & Horns																														
010 Brake Parts-disc brake pads, brake shoes (Wagner, Raybestos, Bendix-no exceptions), Brake Drums,springs,cylinders, disc brake rotors, wheel seals, wheel bearings, axle bearings																														
011 Battery Cable & Terminals																														
012 Electrical system accessories- alternator,distributors, regulators, starters																														
013 Exhaust System Accessories- exhaust pipes,mufflers,tailpipes, catalytic converters																														
014 Engine Gaskets																														
015 Hoses-heater,radiator,vacuum,wiper, washer, belts, other																														
016 Windshield Wiper Blades/windshield wiper motor																														
017 Lights & Bulbs																														
018 Air, Oil and Gas Filters																														
019 Batteries																														
020 Radiators																														
021 Discount for parts not specified																														
Variations: (if any)	NONE																													
Will you extend your prices to local government entities within the County	YES			YES			YES			NO	YES																			
	IEH Auto Parts, LLC dba Auto Plus Auto Parts						Tags Auto Supply, Inc.						Lilliston Ford, Inc.						Holman National Retail Holdings, LLC dba Holman Ford Lincoln-Turnersville											
	901 N. Lenola Road						12 W. High Street						833 N. Delsea Drive						4001 Leadenhall Road											
	Moorestown, NJ 08057						Glassboro, NJ 08028						Vineland, NJ 08360						Mt. Laurel, NJ 08054-0805											
	Brian Evanoka, VP Major Accis						Fred H. Tartaglione - Pres.						Joseph Clark, Parts Manager						Angelo J. Nori, Vice Pres.											
	800-257-7972						856 881-4444						856-691-2020						856-728-6500											
	800-723-1377 - Fax						856 881-2852 Fax						856-691-0089 - Fax						856-728-7503 - Fax											
	s498@autoplus.com						tagsauto@hotmail.com						ioec@lilliston.com						anon@holmanauto.com											
	63%						51%						32%						28.0%											
	60%						55%						38%						28.0%											
	59%						55%						38%						28.0%											
	59%						55%						38%						28.0%											
	61%						63%						38%						28.0%											
	59%						50%						38%						28.0%											
	50%						60%						20%						28.0%											
	65%						52%						20%						28.0%											
	69%						58%						38%						28.0%											
	66%						55%						38%						28.0%											
	58%						55%						38%						28.0%											
	61%						55%						38%						28.0%											
	60%						56%						38%						28.0%											
	67%						56%						38%						28.0%											
	61%						60%						38%						28.0%											
	65%						60%						38%						28.0%											
	78%						68%						38%						28.0%											
	64%						56%						20%						28.0%											
	60%						55%						38%						28.0%											
	55%						50%						20%						28.0%											
	2% discount can be applied to all purchases if payment is received before 30 days										All engine assemblies and transmission assemblies will be at dealer net plus 3% markup										NONE									

This is a (2) TWO year contract with 1 (2) two year extension or 2 (1) one year extensions.																		9/24/2019
Bid specifications sent to: Bid Ocean: VMP Parts; Prime Vendor																		
Ford Motor Co., Onvia, D&W Diesel, Deltek																		
Based upon the bids received, I recommend Tag's Auto Supply, Inc. be awarded the contract as the lowest responsive, responsible bidder.																		

9/24/2019

C-2

RESOLUTION AUTHORIZING A JURISDICTIONAL AGREEMENT WITH THE STATE OF NEW JERSEY REGARDING THE ROUTE 44 TRUCK BYPASS AND DUPONT PORT ACCESS ROAD

WHEREAS, the State of New Jersey, Department of Transportation (“State”) has requested that an agreement be entered into between the County of Gloucester (“County”) and the State, which would allocate jurisdictional responsibilities for highway maintenance and control with reference to the State Route 44 Truck Bypass/Dupont Port Access Road, within the Township of Greenwich (Engineering Project #17-26); and

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the County Engineer; and

WHEREAS, approval and implementation of Jurisdictional Agreement #4854 is necessary to avert future maintenance concerns and necessitates that the State and County apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Jurisdictional Agreement #4854 is hereby authorized and approved, and, that the Freeholder Director is authorized to execute and the Clerk of the Board to attest to, said Agreement between the County and the State to effectuate the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on October 2, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION

**JURISDICTIONAL AGREEMENT #4854
ROUTE 44 & PORT ACCESS
GLOUCESTER COUNTY**

THIS JURISDICTIONAL AGREEMENT, made this ____ day of _____ Two Thousand Nineteen (2019), between the COUNTY OF GLOUCESTER, acting through its Board of Chosen Freeholders, hereinafter referred to as the "County", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State", witnesseth that:

WHEREAS, the County plans to construct a Truck Bypass / Port Access roadway to alleviate heavy truck traffic through downtown Gibbstown; and

WHEREAS, these improvements will affect State Route 44; and

WHEREAS, the said Truck Bypass / Port Access Road will be the responsibility of the County; and

WHEREAS, in order to prevent future legal or maintenance issues in this area, it is necessary that the County and the State apportion the jurisdiction for highway maintenance and control in an equitable manner required by N.J.S.A. 27:7-1 et seq.; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the State agree as follows:

1. The County agrees to:

- a. Assume or retain jurisdiction for Highway maintenance and Highway control, upon completion of construction and final acceptance by the State, in the area as shown with "single line hatching" on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 44 & PORT ACCESS, FROM SOUTH OF NEHONSEY BROOK TO VETERANS DRIVE, TOWNSHIP OF GREENWICH, COUNTY OF GLOUCESTER, SCALE: AS INDICATED, APRIL 2019" (the Map) which map is appended hereto and made a part hereof.
- b. Assume or retain jurisdiction for Highway maintenance and Highway control of the roadway under the structure as indicated on the Map.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4854
ROUTE 44 & PORT ACCESS
GLOUCESTER COUNTY

- c. Assume or retain jurisdiction for Drainage maintenance as indicated on the Map.
- d. Assume or retain jurisdiction for Structural maintenance as indicated on the Map.
- e. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., be responsible for personal injuries and property damage caused by the actions of the County, its agents, servants and employees which arise out of or which are claimed to arise out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

2. The State agrees to:

- a. Assume or retain jurisdiction for Highway maintenance and Highway control, upon completion of construction and final acceptance by the State, in the area shown "shaded" on the Map.
- b. Assume or retain jurisdiction for Drainage maintenance, as indicated on the Map.
- c. Assume or retain jurisdiction for Structural maintenance as indicated on the Map.

3. Both the County and State agree as follows:

- a. Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or other electrical facilities involved in the subject roadway areas.
- b. To the extent of the jurisdictional limits established herein, if any provisions of this Agreement which may be inconsistent with that of a prior Agreement, the provisions of this agreement shall control. All remaining provisions of any prior Agreement will continue in full force and effect. This Agreement is entered into solely for the benefit of the Parties, and no right or benefit is intended to be conferred upon any third party that is not a signatory to this Agreement.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4854
ROUTE 44 & PORT ACCESS
GLOUCESTER COUNTY

- c. For the purpose of this agreement, the following definitions apply:

"Highway maintenance" is defined as the upkeep of the highway area and includes, but is not limited to; the upkeep of pavement, curb, drainage, berms, slopes, guide rail, signs, sign structures, delineators, pavement markings, mowing, landscaping, fencing, snow removal and ice control.

"Highway control" is defined as the regulation and management of the highway area, and includes, but is not limited to; controlling access, reviewing permits for roadway openings, driveways and utilities, reviewing all proposed geometric changes, and setting speed limits, no parking zones and other traffic controls.

"Structural maintenance" is defined as work done on a structure to preserve or restore its structural integrity. Examples of components that may require structural maintenance include, but are not limited to; embankments, retaining walls, substructures, superstructures, approach slabs, bridge decks, wingwalls and sidewalks. Additionally, "Structural Maintenance" shall include safety related elements pertaining to the structure such as guiderail, guiderail attachments, fence and barrier curb.

"Drainage maintenance" is defined as the upkeep of the drainage system and includes, but is not limited to, the removal of accumulated debris, refuse, sediment, ice and snow from inlets, pipes, fences, basins, manufactured treatment devices, ditches and outfall structures.

- d. This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT #4854
ROUTE 44 & PORT ACCESS
GLOUCESTER COUNTY

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

Attested/Witnessed/Affix Seal

*THE BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY*

By _____
Laurie J. Burns, Clerk of the Board

By _____
Robert M. Damminger, Director

Date: _____

THE STATE OF NEW JERSEY

Attested/Witnessed/Affix Seal

By _____
Anika James
Department Secretary
N.J. Department of Transportation

By _____
Snehal Patel, P.E., PMP
Assistant Commissioner,
Capital Program Management
N.J. Department of Transportation

Date: _____

This Agreement has been reviewed and approved as to form:

Gurbir S. Grewal,
Attorney General of New Jersey

By _____
Deputy Attorney General

Date: _____

**RESOLUTION AUTHORIZING CONTRACT AMENDMENT FOR
TRI-COUNTY COMMUNITY ACTION AGENCY, INC.
T/A GATEWAY COMMUNITY ACTION PARTNERSHIP**

WHEREAS, the County of Gloucester adopted a Resolution on August 28, 2019 awarded contracts for RFP#19-043 to seven nonprofit agencies for public service projects, from September 1, 2019 to August 31, 2020; and

WHEREAS, a contract was awarded to Tri-County Community Action Agency, Inc. t/a Gateway Community Action Partnership for the continuance of an 8-week extended Head Start Program at Williamstown, Glassboro, Paulsboro, and Swedesboro Head Start Centers, in an amount not to exceed \$25,0000.00; and

WHEREAS, it is necessary to revise the Scope of Services in the contract; and

WHEREAS, the Scope of Services states that the programs will serve 34 youth, the Scope of Services should state the programs will serve 68 youth; and

WHEREAS, the Scope of Services states that the program is an extended 8 week summer session at the four locations, it will be an extended 8 week summer session at Glassboro and Williamstown and an extended 4 week summer session at Paulsboro and Swedesboro.

NOW, THEREFORE, BE IT RESOLVED, that the Scope of Services in the contract awarded for RFP#19-043 to Tri-County Community Action Agency, Inc. t/a Gateway Community Action Partnership is amended to the above revisions; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of the revised contract with Tri-County Community Action Agency, Inc. t/a Gateway Community Action Partnership, in an amount not to exceed \$25,000.00, from September 1, 2019 to August 31, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 2, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO AGREEMENT BETWEEN
TRI-COUNTY COMMUNITY ACTION AGENCY, INC. T/A
GATEWAY COMMUNITY ACTION PARTNERSHIP
AND
COUNTY OF GLOUCESTER**

THIS is an Amendment to a Shared Services Agreement entered into on the 28th of August, 2019, by and between the Tri-County Community Action Agency, Inc. T/A Gateway Community Action Partnership (“Subrecipient”) and the County of Gloucester (“County”).

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

- **The Scope of Services shall reflect the program will serve 68 youth.**
- **The Subrecipient will provide an extended eight (8) week summer session, the first Monday in June 2020 and run through the end of July 2020, at the Glassboro and Williamstown locations and an extended four (4) week summer session, the first Monday in June 2020 and run through the end of June 2020, at the Paulsboro and Swedesboro locations.**

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 2nd day of October, 2019.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**TRI-COUNTY COMMUNITY ACTION
AGENCY T/A GATEWAY COMMUNITY
ACTION PARTNERSHIP**

By:
Title:

RESOLUTION AUTHORIZING THE PURCHASE OF MICRO-SURFACING SUPPLIES AND SERVICES FROM ASPHALT PAVING SYSTEMS THROUGH STATE CONTRACT FROM OCTOBER 2, 2019 TO OCTOBER 1, 2020 IN AN AMOUNT NOT TO EXCEED \$75,000.00

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

WHEREAS, the County of Gloucester, Departments of Engineering and Public Works has a need for micro-surfacing supplies and services for various engineering projects throughout the County; and

WHEREAS, it has been determined that the County can purchase said supplies and services through State Contract #T2507 from Asphalt Paving Systems from October 2, 2019 to October 1, 2020, in an amount not to exceed \$75,000.00; and

WHEREAS, this is for estimated units of service or purchases on an as-needed basis, and is open-ended, which does not obligate the County of Gloucester to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County's Qualified Purchasing Agent is authorized to purchase micro-surfacing supplies and services for various County engineering projects from Asphalt Paving Systems through State Contract No. T2507 from October 2, 2019 to October 1, 2020 in an amount not to exceed \$75,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 2, 2019 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2019
HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF
HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$210,605.20
WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

WHEREAS, the mission of the Department of Homeland Security is to enhance the ability of State, local and tribal governments to prepare, prevent and respond to terrorist attacks and other disasters; and

WHEREAS, the Homeland Security Grant Program is a primary funding mechanism for building and sustaining national preparedness capabilities; and

WHEREAS, Homeland Security funding would enhance Gloucester County's ability to prevent, detect, deter, respond to, and recover from threats and acts of terrorism; and

WHEREAS, County of Gloucester is permitted to utilize a Government Service Administration Contract (GSA); when utilizing Homeland Security Funds; and

WHEREAS, the acceptance will make the amount funded for the FFY19 Homeland Security Grant \$210,605.20, from September 1, 2019 to August 31, 2022; and

WHEREAS, extension for funding period will be on a case to case basis.

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 grant agreement and any and all necessary documents with the New Jersey Office of Homeland Security and Preparedness to accept the FFY2019 Homeland Security Grant Program in the total amount of \$210,605.20, from September 1, 2019 to August 31, 2022; and

BE IT FURTHER RESOLVED, that the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 2, 2019 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness And Gloucester County (Subrecipient)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Reimbursement
- X. Allowable Costs
- XI. Period of Performance
- XII. Matching and Cost Sharing
- XIII. Program Income
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- XV. Project Revisions and Modifications
- XVI. Property Management and Disposition Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Remedies for Non-compliance
- XXIII. Termination and Suspension

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- XXIV. Grant Closeout Procedures

ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances

- C. Special Conditions
- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Grant Program Directorate Information Bulletin No. 407a – Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2017 and Directorate Information Bulletin No. 426-Guidance to Recipients and Subrecipients of FEMA Preparedness Grants Regarding Implementation of Executive Order 13809 Restoring State, Tribal and Local Access to Life-Saving Equipment and Resources.

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND
PREPAREDNESS FEDERAL GRANT AGREEMENT
(Award No. EMW-2019-SS-00022, CFDA No. 97.067)

I. Grant Agreement Data.

This agreement is between **Gloucester County** (hereinafter "Subrecipient") and the **New Jersey Office of Homeland Security and Preparedness (OHSP)** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS"). The Subrecipient is being awarded **\$210,605.20** of **FY19 State Homeland Security Program (SHSP – Local Share)**, (Performance Period: **September 1, 2019 to August 31, 2022**), to implement the projects within their approved Project Proposal(s).

II. Compliance with Existing Laws.

A. The Subrecipient, in order to permit the SAA to award this grant, agrees to comply with all federal, state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subrecipient is engaged in during the period of performance of this grant.

B. These laws, rules, regulations and requirements include, but are not limited to the following:

1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 15-08-OMB, Single Audit Policy for Recipients of federal, state and State Aid Grants: http://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/pdf/statepdf>
2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards, 2 C.F.R. Part 200, as amended: <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
3. State Affirmative Action Legal Citations:

The Subrecipient agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

4. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000 under N.J.S.A. 2C:30-8.
- C. The Subrecipient is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: <https://www.dhs.gov/publication/homeland-security-presidential-directive-5> and NIMS objectives: http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf. The Resource Typing Library Tool is available through: <https://rtl.preptoolkit.fema.gov/Public>.
- D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

III. Bonding and Insurance.

Bonding and insurance shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

IV. Indemnification.

The Subrecipient shall be solely responsible for and shall keep, save and hold the State of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability.

The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred, except as may be provided for in this grant or with the express written approval of OHSP.

VI. Availability of Funds.

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement is expressly dependent upon the availability to OHSP of funds appropriated by the State Legislature from the state and/or federal revenue or such other funding sources as

may be applicable. A failure of OHSP to make any payments under the Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not, in any manner, constitute a breach of the Grant Agreement by OHSP or an event of default under the Grant Agreement and, OHSP shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from OHSP beyond the duration of the award period set forth in the Grant Agreement, and in no event shall the Grant Agreement be construed as a commitment by OHSP to expend funds beyond the termination date set in the Grant Agreement.

VII. Special Grant Conditions.

- A. Subrecipient may be considered "high risk" if OHSP determines that a Subrecipient meets any of the following criteria contained within 2 C.F.R. Part 200, as amended, Sections 200.205 through 200.207.
- B. The Subrecipient agrees to maintain, at its own expense, all equipment originally purchased with grant funds. Equipment may also be maintained with use of HSGP funding, if permitted.
- C. The Subrecipient will identify a project manager and/or a Point of Contact (POC) to ensure all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- D. The Subrecipient will absorb costs beyond funding awarded and/or adding of projects not included in the approved Project Proposal.
- E. The Subrecipient will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- F. For federal grants, the Subrecipient agrees to sign the attached Non-Supplanting Certification Form (Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying (Attachment D), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E) and Grant Program Directorate Information Bulletin No. 407a – Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2017 and Directorate Information Bulletin No. 426-Guidance to Recipients and Subrecipients of FEMA Preparedness Grants Regarding Implementation of Executive Order 13809 Restoring State, Tribal and Local Access to Life-Saving Equipment and Resources (Attachment F).
- G. Furthermore, the following projects require special conditions when funded:
 - o CBRNE/HazMat Projects (Attachment G)
 - o Interoperability Projects (Attachment H)
 - o Automated License Plate Readers/Certification Form (Attachment I)
 - o Specialized Vehicles (Attachment J)
 - o Information Technology Projects (Attachment K)

- o AG's Protocol for Processing and Issuing LD. Cards (Attachment L)
- o Exercise Salary Reimbursements (Attachment M)
- o Extension Request Form (Attachment N)

When applicable, the Subrecipient shall comply with the special conditions required for each of the above of which are available within the Grants Management System (GMS) Library Module under "Grants Library/State Documents/General State Resource Folders/2018/Grant Agreement Attachments."

- H. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment. In order to fulfill its requirements, DHS mandates awardees and/or responsible jurisdiction Subrecipients to complete and submit an EHP Compliance Checklist indicating any environmental effects. The EHP Checklist is available at <http://www.njhomelandsecurity.gov/grants-docs.html>.
- I. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.
- J. All homeland security funded purchases shall be considered regional assets and shall be made available consistent with Mutual Aid Agreements and / or Declaration of State of Emergency. In such cases, requests for regional assets shall be made through the county, Emergency Operations Centers/State Emergency Operations Center to assure deployment prioritization needs.

VIII. Financial Management System.

The Subrecipient shall be responsible for maintaining a financial management system and will immediately notify OHSP when the Subrecipient cannot comply with the requirements established in this section of the grant. The Subrecipient's financial management system shall include all requirements set forth in 2 C.F.R. 200, as amended, Sections 200.302 and 200.303.

IX. Method of Reimbursement.

- A. Reimbursements made to the Subrecipient shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order, approved invoice and proof of payment, which will be properly uploaded within the OHSP administered Grant Management System (hereinafter GMS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. **Subrecipient reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter.** The OHSP may not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subrecipient paid their vendor for the good or service for which the Subrecipient is seeking reimbursement. If a Subrecipient is not registered to receive electronic fund transfers from New Jersey, they must contact the OHSP Financial Bureau Chief.

NOTE: Article 9, Section A above pertains to agencies seeking reimbursement. In accordance with OMB CL 05-02, state agencies are not reimbursed.

- B. Equipment purchased with HSGP funding that meets the requirements for entry into the State's Resource Directory Data Base (RDDDB) must be properly entered once deployed and made operational. The RDDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDDB entry will be included with each request for reimbursement when applicable.
- C. Salary/Fringe reimbursement will only be processed after OHSP has received and approved the required periodic time and activity "Personnel Certification Form" available on the OHSP website (<http://www.njhomelandsecurity.gov/grants-docs.html>).

X. Allowable Costs.

- A. The Subrecipient acknowledges and agrees that expenditures by the Subrecipient shall be solely for the purposes of implementing the projects set forth in the Subrecipient's approved Project Proposal(s).
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.

XI. Period of Performance.

Each Homeland Security Grant Program has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.

XII. Matching and Cost Sharing.

The Subrecipient shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

XIII. Program Income.

Program income shall be defined as gross income earned by the Subrecipient from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights as defined within 2 C.F.R 200, as amended, Section 200.307.

XIV. Audit Requirements.

This grant is conveyed by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Project Revisions and Modifications.

Project revisions and modifications must be requested by the Subrecipient and approved by OHSP. Project revisions are administered within the GMS completing/submitted a Spending Plan Revision. Only after the project revision is approved within GMS by an OHSP liaison, will the Subrecipient have authorization to pursue the project.

XVI. Property Management and Disposition Standards.

- A. Executive level state agencies are required to comply with state OMB CL#19-11 (http://www.state.nj.us/infobank/circular/cir1911_omb.pdf) and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph C below.
- B. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- C. Inventory Requirements: Nonprofits, Counties, Municipalities, Corporations, etc.
1. The Subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include the following per 2 C.F.R. 200, as amended, Section 200.313(d).
 - a. A description of the equipment.
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
 - c. Source of the equipment, including the award number.
 - d. Title holder.
 - e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.
 - f. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government).
 - g. Location and condition of the equipment and the date the information was reported.

- h. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Subrecipient compensates the federal awarding agency for its share.
 2. Equipment owned by the federal government shall be identified to indicate federal ownership.
 3. A physical inventory of property must be taken and the results reconciled with the equipment records at least once every two years.
- D. Disposition of Property.

When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be in accordance with 2 C.F.R. 200, as amended, Section 200.313(e).

XVII. Procurement Standards.

- A. Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements.
- B. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- C. Subrecipients who receive funding from a Homeland Security Grant Program shall ensure that all vendors they intend to do business with are not listed as an Excluded Entity on the federal System for Award Management (SAM) or a debarred agency on New Jersey's Consolidated Debarment Report. All Sub recipients will conduct a check with the following federal and state websites:

<http://www.SAM.gov/portal/public/SAM/>

<http://www.state.nj.us/treasury/revenue/debarment/index.shtml>

Subrecipients shall make a copy of the search results and retain with the other procurement documents that will be subject to audit at a later time.

- D. All Subrecipients must enter relevant purchasing documentation into the GMS. Purchasing documentation shall include, but is not limited to, a Subrecipient's purchase order, debarment checks, vendor's invoice and Subrecipient's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFIS) Open Payment Voucher Line Table report.

XVIII. Monitoring of Program Performance.

- A. Subrecipient monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as contained within 2 C.F.R 200, as amended, Section 200.328.
- B. Based on a review of a Subrecipient's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subrecipient's project funding. Examples include, but are not limited to, failure to meet the 50% and 100% legal encumbrance dates; failure to submit reimbursement requests within the prescribed date; and failure to account for funding in GMS.
- C. OHSP will, upon reasonable notice, conduct monitoring reviews for any of the following purposes:
 - 1. To review program accomplishments and progress.
 - 2. To provide such technical assistance as may be required, to include debarment searches and competitive bidding requirements.
 - 3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner in accordance with Paragraph B above.
 - 4. To make recommendations for best practices and/or corrective action(s).

XIX. Financial and Performance Reporting.

- A. The Subrecipient may be required to provide Biannual Strategy Implementation Reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban areas homeland security strategies.
- B. The Subrecipient shall utilize OHSP's GMS in addition to the Subrecipient's financial management accounting system.
 - 1. The GMS is a web-based application developed to assist with the grant management process.
 - 2. The Subrecipient agrees to maintain on its staff at least one person experienced in the proper input of data into the GMS system. Training is available through OHSP and will be provided by the OHSP GMS Administrator.
 - 3. Any unapproved item(s) will not be reimbursed.
 - 4. The Subrecipient shall maintain GMS with the most current planning, procurement and expenditure information.
 - 5. Any request by a third party for a GMS report printout shall be handled in accordance with the following procedure:

- a. The GMS is operated by the NJ OHSP and, as such, it is subject to various protections under Executive Order No. 5 (Corzine).
 - b. The Subrecipient shall not disseminate reports generated from GMS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GMS printouts, the Subrecipient shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GMS reports.
- C. The Subrecipient shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
 - D. The Subrecipient may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XX. Access to Records.

- A. In accepting this grant, the Subrecipient agrees to make available to OHSP and/or any federal agency whose funds are expended in the course of this grant or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subrecipient's operation, in compliance with 2 C.F.R 200, as amended, Section 336.
- B. All visitations, inspections and audits, including visits and OHSP requests for documentation in discharge of OHSP's responsibilities shall, as a general rule, provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visitations, inspections and audits as deemed necessary.
- C. OHSP reserves the right to have access to records of any Subrecipient and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subrecipient to perform such audit.

XXI. Record Retention.

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.

2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subrecipient when it determines that the records possess long-term retention value and will make arrangements with the Subrecipient to retain any records that are continuously needed for joint use.

XXII. Remedies for Non-compliance.

If the Subrecipient materially fails to comply with the term of an award, whether stated in a state or federal statute/regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may place a Subrecipient in an "At Risk" status, meaning their status as a Subrecipient may, because of failure to comply with defined terms and conditions of a grant program, be in jeopardy of further participation. Should an agency be placed in this status, they will be formally noticed with a written correspondence. The agency may also be given a Corrective Action Plan (CAP) and an opportunity to correct the findings at hand. Failure to comply with a CAP may result in one or more of the following actions, as appropriate, given the circumstances:

- A. Temporarily withhold cash payment pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.
- F. Take other remedies that may be legally available.

XXIII. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this Section:
 1. Termination.

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

2. Suspension.

The suspension of a grant is an action by OHSP which temporarily suspends assistance under the grant pending corrective action by the Subrecipient or pending a decision to terminate the grant by OHSP.

3. Disallowable Costs.

Disallowed costs are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive or otherwise unallowable.

- B. If the Subrecipient fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
- C. OHSP may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. OHSP shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. OHSP and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

XXIV. Grant Closeout Procedures.

- A. The following definitions shall apply for the purpose of this section.
1. The closeout of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
 2. Date of completion refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subrecipient.

- C. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this Grant Agreement shall be _____, 2019, and it shall expire at midnight, August 31, 2022.

February 1, 2021: Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.

February 1, 2022: All awarded funds (100%) shall be legally/contractually obligated.

July 31, 2022: Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

**FOR THE SUBRECIPIENT:
GLOUCESTER COUNTY**

WITNESS:

Date: _____

Date: _____

**FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:**

WITNESS:

Jared M. Maples
Director

Date: _____

Date: _____



NJOHSP
OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

New Jersey Office of Homeland Security and Preparedness
Non-Supplanting Certification

Non-Supplanting Certification: This certification which is a required component of the Grant Agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

Certification Statement:

I certify that any funds awarded under this Grant Agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

NAME (Authorizing Official)

SIGNATURE

DATE: _____

ATTACHMENT A



NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including all relevant OMB Circulars; Ex. Order 12372 (intergovernmental review of federal programs); and 2 C.F.R. 200, as amended, (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the Institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost), to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 2 C.F.R. 200, as amended.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

ATTACHMENT B

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: New Jersey Office of Homeland Security
and Preparedness
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2018-SS-00028-S01

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Article I - Summary Description of Award

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$7,993,000 and Urban Area Security Initiative (UASI) funding in the amount of \$22,750,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article III - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article VII - Civil Rights Act of 1964 - Title VI

ATTACHMENT C

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article IX - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690; Title V, Subtitle D; 41 U.S.C. 8101).

Article XIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

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Article XVI - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for International air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIV - Non-supplanting Requirement

ATTACHMENT C

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVII - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXVIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXX - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

ATTACHMENT C

Article XXXIV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article XXXV - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XXXVIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXIX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

ATTACHMENT C

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XL - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R. Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$30,743,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00



NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR 200, as amended, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 2 CFR 200, as amended, the State must include the language of the certification below in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and require all sub-recipients to certify and disclose accordingly. Sub-recipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The sub-recipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

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

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

Name and Title of Authorized Representative

Signature

Date

Name and Address of Organization

ATTACHMENT D

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

U.S. GPO: 1987 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



FEMA

**Grant Programs Directorate Information Bulletin
No. 407a
January 19, 2017**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Brian E. Kamoie
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

A handwritten signature in black ink, appearing to read "B. Kamoie", is written over the typed name and title of the sender.

SUBJECT: Use of Grant Funds for Controlled Equipment: Update for
Fiscal Year 2017

The purpose of this Information Bulletin (IB) update is to provide grant applicants, recipients, and subrecipients with guidance regarding the requirements when applying for, or expending grant funds for, controlled equipment expenditures and using grant-funded controlled equipment. This IB; IB 407a is applicable to all grants awarded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) beginning with Fiscal Year (FY) 2016. This update supersedes all previous versions of IB 407.

This IB was developed as part of the implementation of Executive Order (EO) 13688: Federal Support for Local Law Enforcement Equipment Acquisition, issued January 16, 2015, and the updated Recommendations Pursuant to Executive Order 13688 (updated for FY 2017 on October 1, 2016), which amended the Prohibited Equipment List and Controlled Equipment List and further defines certain requirements.

While EO 13688 speaks directly to Law Enforcement Agencies (LEAs), through this IB, FEMA will apply the same requirements and conditions to all controlled equipment regardless of the recipient's designation as, or affiliation with, law enforcement to ensure a consistent approach toward controlled equipment expenditures and use by all FEMA recipients.

Additionally, the Working Group provided enhanced criteria for Campus LEAs operating in Institutions of Higher Education (IHE). The updates put particular emphasis on using controlled

ATTACHMENT F

equipment in a way that does not inhibit the exercise of the First Amendment right of free speech or assembly, including public demonstrations, which are hallmarks of student life at IHEs. The requirements impacted are as follows:

- Civilian Governing Body's Review and Approval
- Detailed Justification
- Community Input and Impact Considerations
- General Policing Standards
- Training

The full IHE update is available in Appendix E of the 2017 Recommendations Report and at: <https://www.bja.gov/publications/EnhancedCriteriaforInstitutionsofHigherEducationApplicants.pdf>.

Ongoing Collaboration

FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Equipment Lists

The *Prohibited Equipment List* identifies categories of equipment that recipients are prohibited from acquiring using federally-provided funds or via transfer from federal agencies, which includes:

- **Tracked Armored Vehicles:** Vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- **Weaponized Aircraft, Vessels, and Vehicles of Any Kind:** These items will be prohibited from purchase or transfer with weapons installed.
- **Firearms of .50-Caliber or Higher**
- **Ammunition of .50-Caliber or Higher**
- **Grenade Launchers:** Firearm or firearm accessory designed to launch small explosive projectiles. This does not include launchers specifically designed and built to launch less lethal projectiles. *October 2016 Update.*
- **Bayonets:** Large knives designed to be attached to the muzzle of a rifle/shotgun/long gun for the purposes of hand-to-hand combat.
- **Camouflage Uniforms:** Does not include woodland or desert patterns or solid color uniforms. Camouflage-patterned uniforms acquired through federal programs are authorized to be worn only in environments where they actually camouflage the wearer, and may not be worn in cities, towns, and other urban or populous areas. *October 2016 Update.*

The *Controlled Equipment List* identifies categories of equipment that have significant utility for state, local, tribal, territorial, and private sector grant recipients. Recipients may continue to acquire controlled equipment through federal assistance programs. However, because of the

nature of the equipment and the potential impact on communities, additional controls will be imposed on the acquisition, use, and transfer of this equipment. While several of the items below are not allowable expenses under DHS/FEMA preparedness grants¹, the full *Controlled Equipment List* includes:

- **Manned Aircraft, Fixed Wing:** Powered aircraft with a crew aboard, such as airplanes, that use a fixed-wing for lift.
- **Manned Aircraft, Rotary Wing:** Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift.
- **Unmanned Aerial Vehicles:** A remotely piloted, powered aircraft without a crew aboard (including Small Unmanned Aerial Systems (SUAS)).
- **Armored Vehicles, Wheeled:** Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier.
- **Tactical Vehicles, Wheeled:** A vehicle purpose-built to operate on- and off-road in support of military operations, such as a HMMWV ("Humvee"), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or Sport Utility Vehicles (SUV). *October 2016 Update.*
- **Command and Control Vehicles:** Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations within the vehicle. This category is not intended for other types of vehicles that could serve as a command and control center, including SUVs. *October 2016 Update.*
- **Specialized Firearms and Ammunition Under .50 Caliber (excludes firearms and ammunition designed for regularly-assigned duties), and Less Lethal Launchers:** Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons, such as service issued handguns, rifles, or shotguns, that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. This definition clarifies that less lethal launchers are Controlled Equipment. Previously, it was unclear whether Less Lethal Launchers were prohibited under the "Grenade Launchers" category or entirely excluded from the Prohibited or Controlled Equipment Lists. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program). *October 2016 Update.*
- **Explosives and Pyrotechnics:** Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Breaching Apparatus:** Tools designed to provide law enforcement rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This

¹ Recipients and sub-recipients should refer to the annual Notices of Funding Opportunity, the Authorized Equipment List, or contact their FEMA Program Analyst for information regarding the allowability of specific equipment categories.

category does not include dual purpose tools such as a sledgehammer or bolt cutter. Note: FEMA does not control the purchase of battering rams by fire departments. *October 2016 Update.*

- **Riot/Crowd Control Batons (excluding service-issued telescopic or fixed-length straight batons):** Non-expandable baton of greater than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program). *October 2016 Update.*
- **[Category Deleted]:** Following completion of Permanent Working Group's annual review of the Prohibited and Controlled Equipment Lists in October 2016, the Riot Helmets category was removed from the Controlled Equipment List based on an evaluation and balancing of relevant factors such as officer safety, utility of equipment to law enforcement, building trust between law enforcement and the community, and the impact of misuse, overuse, and inappropriate use on the community.
- **Riot/Crowd Control Shields:** Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. Riot shields may also be used as an offensive weapon to push opponents. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program). *October 2016 Update.*

A side-by-side comparison of all changes made to the definitions on both the Prohibited and Controlled Equipment Lists is available on the Department of Justice's website at <http://oip.gov/docs/AnnualEquipmentListReviewComparison.pdf>

Equipment Modifications

Grant recipients and sub-recipients may not modify equipment acquired using federal resources that would cause it to be considered prohibited equipment, or absent specific written approval from FEMA and adherence to all relevant requirements, controlled equipment.

I. Application Requirements for Controlled Equipment Expenditures

Any entity² that applies for FEMA grants for controlled equipment expenditures must complete FEMA Form (FF) 087-0-0-1 *Controlled Equipment Request Form* and submit it to the State Administrative Agency (SAA) or to FEMA if applying through a grant program through which applications are made directly to FEMA. The form may be submitted at the time of application for the award or can be submitted at any time during the award period of performance as long as it is prior to the acquisition of the controlled equipment.

² Entity refers to the recipient or subrecipient that will be the end user of the controlled equipment. *Recipient* - a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity. *Subrecipient* - a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Using FF 087-0-0-1, the entity must include a clear and persuasive explanation demonstrating the need for the controlled equipment and the purpose that it will serve. The entity will be asked to supply information about the current inventory of controlled equipment acquired through federal programs, pending applications for controlled equipment, previous denials for controlled equipment, and any findings of violations of federal civil rights statutes or programmatic terms involving controlled equipment.

Additionally, using FF 087-0-0-1, the entity will certify that they have adopted or will adopt prior to acquiring controlled equipment the applicable policies and protocols that meet the training requirements and will adhere to the records keeping requirements and after-action report requirements as described below. The entity will also certify that it will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions.

Governing Body Approval

The requesting entity must provide evidence of approval or concurrence by the jurisdiction's governing body (e.g., City Council, County Council, Mayor) for the acquisition of the requested controlled equipment. Evidence of the governing body's approval or concurrence should be explicit. However, if the LEA can provide evidence that the governing body was given a reasonable opportunity to review the controlled equipment acquisition request but failed to affirmatively approve or disapprove of the request, such silence or inaction will constitute evidence of approval.

For LEA's where the chief executive is popularly elected (e.g., Sheriffs), the LEA must provide official written notice to – but are not required to obtain approval from – their civilian governing body at least 30 days in advance of any application to acquire controlled equipment from the Federal Government. This change takes into account the fact that popularly-elected heads of LEAs are directly accountable to their community-constituency.

For IHEs, explicit approval by the governing body of the IHE (e.g., Board of Trustees or Visitors, State Board of Regents) for the acquisition of the controlled equipment is required, the documentation of which must be included in the application. Silence (such as inclusion on consent calendar) or inaction by the governing body does not constitute approval.

II. Policy and Protocol Requirements

- a) The entity must have written policies and protocols that specifically govern the (1) appropriate use of controlled equipment; (2) supervision of use of controlled equipment; (3) effectiveness evaluation; (4) auditing and accountability; and (5) transparency and notice considerations as defined below:

- 1) *Appropriate Use of Controlled Equipment:* Requesting organizations should examine scenarios in which controlled equipment will likely be deployed, the decision-making processes that will determine whether controlled equipment is used, and the potential that both use and misuse of controlled equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize

negative effects on the community while preserving officer safety.
(Recommendations Pursuant to EO 13688 Updated, pg. 22)

- 2) *Supervision of Use:* The protocols must specify appropriate supervision of personnel operating or utilizing controlled equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. Policies must describe when a supervisor of appropriate authority is required to be present and actively overseeing the equipment's use in the field. (Recommendations Pursuant to EO 13688 Updated, pg. 22)
 - 3) *Effectiveness Evaluation:* The protocols must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of controlled equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often controlled equipment is used or whether controlled equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods. (Recommendations Pursuant to EO 13688 Updated, pg. 22)
 - 4) *Auditing and Accountability:* There must be strong auditing and accountability provisions in the protocols that state that the requesting organization's personnel will agree to and comply with and be held accountable if they do not adhere to agency, state, local, tribal, territorial, and federal policies associated with the use of controlled equipment. (Recommendations Pursuant to EO 13688 Updated, pg. 22)
 - 5) *Transparency and Notice Consideration:* The protocols must articulate that the requesting organization will engage the community regarding acquisition of controlled equipment, policies governing its use, and review of significant incidents (see Recommendation 2.3 below), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures. (Recommendations Pursuant to EO 13688 Updated, pg. 22)
- b) For LEAs Only³
- LEA recipients or subrecipients requesting controlled equipment must have written policies and protocols on (1) Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations.⁴
 - i. For IHEs, Community input and Impact Considerations must include Certification that campus LEA policies identify a mechanism that LEAs will engage members

³ LEAs include contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment.

⁴ *Community Policing* is the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs and, in turn, enhances LEAs ability to investigate crimes and keep the peace. *Constitutional Policing* protocols emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies must include protocols on First Amendment, Fourth Amendment, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with federal and state civil rights laws. *Community Input and Impact* protocols must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs' actions, role in, and relationships with the community. Law enforcement exists to protect and serve the community, so it is axiomatic that the community should be aware of and have a say in how they are policed. LEAs should make particular efforts to seek the input of communities where controlled equipment is likely to be used so as to mitigate the effect that such use may have on

of the school community, including students and faculty. This includes how IHEs will provide members of the school community with information about controlled equipment, explanations from the IHE concerning the need for such equipment, as well as potential uses and benefits to the agency and the community. Information gathered from the community should be used to review trends related to the deployment of controlled equipment.

A Sample Community Policing Policy is available for download and use by grant recipients and sub recipients at <http://ojp.gov/PWG.htm>.

III. Training Requirements

The entity must provide or obtain necessary training regarding appropriate use of controlled equipment prior to the use of controlled equipment, including:

- a) **Technical Proficiency:**
All entity personnel who will use controlled equipment must be trained properly on, and have achieved technical proficiency in, the operation or utilization of the controlled equipment at issue prior to its use. The controlled equipment may be used for technical training and certification prior to deployment for official use.
- b) **Scenario-Based Training:**
To the extent possible, trainings related to controlled equipment should include scenario-based training. Personnel authorizing or directing the use of controlled equipment should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled equipment should or should not be used. To the extent possible, the LEA specifically should include scenario-based training that combines constitutional and community policing principles with equipment-specific training.
- c) **Training on Civil Rights and Liberties**
Annual, appropriate, and relevant training for grant recipient personnel on the 1st, 4th, and 14th Amendments is required. Training on how to protect the civil rights and civil liberties of those in the surrounding community where the controlled equipment will be used is vital to ensuring that the use of controlled equipment complies with constitutional standards for the protection of civil rights and civil liberties. Training objectives should define and explain relevant concepts and demonstrate the application of such concepts through equipment-based scenarios to show appropriate and proper use of controlled equipment by both law enforcement and non-law enforcement personnel and the negative effects and consequences of misuse.
- d) **For LEAs Only - General Policing Standards** (including contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment):

On an annual basis, all LEA personnel who may use or authorize use of controlled equipment must be trained on LEAs' General Policing Standards including (1)

public confidence in the police. This could be achieved through the LEAs' regular interactions with the public through community forums, town halls, or meetings with the Chief or community outreach divisions.

Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations. For additional information on these General Policing Standards see <https://www.bja.gov/programs/Controlled-Equipment-Standards.pdf>.

For purposes of this Recommendation, "annual" training – after an initial comprehensive session – may be accomplished through, for example, an in-service, presentations at roll call, or as part of other training refreshers.

IV. After-Action Report Requirements Following a Significant Event

- a) The entity must collect and retain *Required Information* (see below) when a significant incident or event requires, or results in, the use of any controlled equipment purchased with FY 2016 and later DHS/FEMA grant funds. This requirement does not apply to equipment purchased with FY 2015 funds and prior years, or to equipment purchased with non-federal funding.⁵

A significant incident or event includes:

- A demonstration or other public exercise of First Amendment rights or any other event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed;
- When unlawful or inappropriate police actions are alleged and trigger a federal compliance review, and when FEMA determines that controlled equipment was used in the law enforcement activity under review; and
- Any operation or action that involves (1) a violent encounter among civilians or between civilians and the grant recipient; and/or (2) a use-of-force that causes death or serious bodily injury.⁶

- b) Required Information to be collected and retained for after-action review (AAR):

- Identification of controlled equipment used (e.g., categories and number of units of controlled equipment used, make/model/serial number);
- Description of the significant incident/event involving the controlled equipment;
- Identification of personnel who used the equipment and, if possible, a list of those involved in the incident; and
- Result of controlled equipment use (e.g., arrests, use-of-force, victim extraction, injuries).

V. Record Keeping Requirements

- a) Documented Policies and Protocols Records:

The entity must retain written policies and procedures that govern the (1) Appropriate use of controlled equipment; (2) Supervision of use of controlled equipment; (3) Effectiveness evaluation; (4) Auditing and accountability; and (5) Transparency and notice considerations.

⁵ Following the annual review of the Prohibited and Controlled Equipment Lists by the Permanent Working Group in October 2016, this requirement was modified so that entities are now *only* required to collect and retain Required Information for controlled equipment acquired through federal programs on or after October 1, 2015. Previously, the data retention requirement was retroactive to equipment purchased prior to this date and also included equipment purchased with non-federal funding.

⁶ Serious bodily injury, as defined by 18 U.S.C. § 1365(h), is the bodily injury which involves (a) a substantial risk of death; (b) extreme physical pain; (c) protracted and obvious disfigurement; or (d) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

Additionally, upon request, LEAs must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols, to DHS/FEMA.

b) **Training Records:**

The entity must retain comprehensive training records, either in the personnel file of the individual who was trained or by the recipient's training division or equivalent entity, for a period of at least three (3) years after training date, and must provide a copy of these records, upon request, to DHS/FEMA.

c) **After-Action Review Records:**

The entity must retain After-Action Review reports with the Required Information (IV.a.) following any significant incident report for a period of at least three (3) years and must provide a copy of these records, upon request, to DHS/FEMA. This information shall also be made available to the community served in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information.

VI. **Additional Requirements for UAS**

All requests to purchase Unmanned Aerial Systems (UAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the UAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

VII. **Regional Capability**

If the controlled equipment will provide a regional or multi-jurisdictional capability, all entities in the regional sharing agreement must meet the aforementioned policy and protocol requirements, training requirements, after-action analysis report requirements, and record keeping requirements. The acquiring entity is responsible for ensuring that a person/jurisdiction who uses its controlled equipment acquired through federal programs adheres to the entity's relevant policies or the regional sharing agreement, regardless of whether the user is employed by that entity. Ultimately, the responsibility of the use of controlled equipment rests with the entity that acquired it through a federal program, including in emergency and exigent circumstances.

Acquisition of controlled equipment – due to size, cost, scarcity, or other reason – for use in regional sharing arrangements, is strongly encouraged.

VIII. **Disposal or Transfer of Controlled Equipment**

Disposal

Prior to disposing of the controlled equipment, recipients must request disposition instructions from FEMA consistent with the terms of 2 C.F.R. Part 200 and the award agreement. Recipients must abide by all applicable federal, state, local, tribal, and territorial laws, regulations, and programmatic terms when disposing of controlled equipment.

Transfer

Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA reserves the right to allow for the transfer of controlled equipment to another FEMA recipient on a case-by-case basis. The use of controlled equipment under an MOU or other regional sharing agreement as listed under section VI above does not constitute a transfer of controlled equipment.

IX. Civil Rights Compliance

Entities requesting controlled equipment must disclose the following information with their application:

- 1) any finding by a Federal Court or a Federal Government agency, including an agency's civil rights office or the Civil Rights Division of the U.S. Department of Justice, that the entity has violated a federal civil rights statute, nondiscrimination provision of any federal program statute, or any other programmatic term or condition related to nondiscrimination during the past 3 years,
- 2) any remedial agreement entered into as a result of a civil rights investigation during the past 3 years, or
- 3) any admissions of liability made regarding violations of federal civil rights law in the entity's policing functions during the past 3 years. Entities must provide detailed information about the violation(s) and any efforts the entity has taken to cure the violation(s), and/or any information on remedial agreements.

FEMA Office of Equal Rights (FEMA OER) and DHS Office for Civil Rights and Civil Liberties (DHS CRCL) will review the information provided by the entity to evaluate the applicant's current compliance with civil rights requirements, and whether the applicant has taken steps to remedy civil rights violations such that DHS can be assured that the entity will administer its programs and activities in a nondiscriminatory manner. Information on the review process for disclosures of civil rights violations is detailed in Information Bulletin 414: Civil Rights Review Process for Controlled Equipment Requests.

X. Violations of Use of Controlled Equipment

FEMA may take appropriate action according to 2 C.F.R. Part 200 for violations of any federal statutes and regulations of the terms and conditions of the award related to controlled equipment (e.g., failure to adopt required protocols, unauthorized transfers).

For alleged violations of civil rights law involving the grant-funded controlled equipment, the matter will be referred for investigation to FEMA OER and DHS CRCL to determine appropriate next steps, which may include but is not limited to an investigation or compliance review. If, after advising the appropriate person or persons of a failure to comply, DHS determines that compliance cannot be secured by voluntary means, DHS may bring about compliance by the termination of or refusal to grant or to continue assistance or by any other means authorized by law, which may include but are not limited to referral to the Department of Justice for judicial action.

XI. Additional Requirements

All grant recipients that are authorized to utilize federal funding to procure or acquire controlled equipment must comply with 2 C.F.R. Part 200 and the terms of the award agreement with FEMA and the special conditions that are placed on the award by FEMA. The same terms and conditions with respect to the management, use, and disposition of the equipment apply to the

receiving entity in instances when FEMA authorizes the transfer of controlled equipment from the recipient to another entity.

Questions regarding this IB and whether the IB applies to a particular project, or guidance on controlled equipment expenditures may be directed to the appropriate FEMA Grant Programs Directorate Program Analyst or the Centralized Scheduling and Information Desk at askcsid@fema.gov or 1-800-368-6498.



FEMA

Grant Programs Directorate Information Bulletin
No. 426
November 1, 2017

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Advisors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation *Points of Contact*

FROM:

Thomas DiNanno *Thomas DiNanno*
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

SUBJECT:

Guidance to Recipients and Subrecipients of FEMA
Preparedness Grants Regarding Implementation of Executive
Order 13809 Restoring State, Tribal, and Local Law
Enforcement's Access to Life-Saving Equipment and
Resources

I. Purpose

This Information Bulletin (IB) provides guidance to recipients of FEMA preparedness grants regarding the implementation of Executive Order (EO) 13809 Restoring State, Tribal, and Local Law Enforcement's Access to Life-Saving Equipment and Resources, signed on August 28, 2017.

II. Applicability

This IB is applicable to all grants awarded by the Federal Emergency Management Agency subject to IB 407a (January 19, 2017) or any previous versions of IB 407, which applied to awards made on or after October 1, 2015.

III. Guidance

A. Executive Order 13809 Implementation

Attachment F

1. On August 28, 2017, the President signed EO 13809, "Restoring State, Tribal, and Local Law Enforcement's Access to Life-Saving Equipment and Resources."
2. EO 13809 revoked EO 13688 "Federal Support for Local Law Enforcement Equipment Acquisition," dated January 16, 2015.
3. Since IB #407, "Use of Grant Funds for Controlled Equipment" and IB #407a, "Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2017" were issued in order to comply with Executive Order 13688, these IBs are rescinded, effective immediately.
4. Similarly, FEMA is no longer requiring the use of FEMA Form 087-0-0-1.
5. All references to IBs 407 and 407a and FEMA Form 087-0-0-1 will be removed from the FEMA Authorized Equipment List (AEL) as soon as practical. Until such time as this action is completed, recipients and subrecipients may disregard any requirements in the AEL referencing these IBs. Recipients should contact their GPD or Regional Program Analyst with any and all specific questions.

B. Policy on Use of FEMA Grant Awards to Purchase Certain Equipment Items

1. All items that were on the Prohibited Equipment List in IBs 407 and 407a except for tracked armored vehicles (AEL #12VE-00-MISS - Vehicle, Specialized Mission) and urban camouflage uniform items (AEL #01LE-02-BDUS - Specialized Clothing, NFPA 1975 or NFPA 2112) remain unallowable under any FEMA preparedness grant.
2. Unless noted below, all items that were on the Controlled Equipment List in IBs 407 and 407a are allowable under FEMA preparedness grants, provided that acquisition of the items are consistent with the terms of the award, including the applicable Notice of Funding Opportunity (NOFO).
3. Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
4. Purchase of explosive materials remains subject to the requirements found in IB 419 Purchase of Energetic Materials Using Homeland Security Grant Program (HSGP) Funding.
5. Purchase of fixed or rotary wing aircraft (AEL #18AC-00-ACFT - Aircraft, CBRNE) will continue to require a waiver from FEMA by consulting the appropriate FEMA Program Analyst, providing a detailed justification for obligating funds in this category, and receiving approval to obligate funds. A detailed justification must address the following:
 - a. The need for the aircraft and how the requested platform best meets that need as compared to other options;

Attachment F

- b. How the requested aircraft fits into the State/Urban Area's integrated operational plans;
- c. Types of terrorism incident response and prevention equipment with which the requested aircraft will be outfitted, if purchased using HSGP funds;
- d. How the aircraft will be used operationally and which response assets will be deployed using the requested aircraft; and
- e. How the aircraft will be utilized on a regular, non-emergency basis.

Licensing, registration fees, insurance, and all ongoing operational expenses will continue to be the responsibility of the grantee or the local units of government and are not allowable under the grant.

6. Small Unmanned Aircraft Systems (AEL #03OE-07-SUAS - System, Small Unmanned Aircraft) are considered aircraft and are required to meet the requirements in #3 above. In addition, all requests to purchase SUAS with FEMA grant funding must also include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.
7. Equipment intended to be used for riot suppression including riot batons, riot helmets, and riot shields continues to be an unallowable expense under any FEMA preparedness grant program.
8. Recipients and subrecipients must continue to comply with all other equipment acquisition requirements of their award's applicable NOFO, including requirements governing the acquisition of equipment not identified in the AEL.

IV. Questions

Questions regarding this IB may be directed to the applicable GPD or Regional Program Analyst.

V. Review Date

This IB will be reviewed within five years (5) from date of issuance.

Attachment F

F-1

RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR A GRANT RENEWAL TO OFFSET A PORTION OF THE COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY IN THE TOTAL AMOUNT OF \$12,000.00 FROM JULY 1, 2019 TO JUNE 30, 2020

WHEREAS, the New Jersey Division of Mental Health and Addiction Services ("Division") provides reimbursement for a portion of Gloucester County's Mental Health Administrator's ("Administrator") salary pursuant to N.J.A.C. 10:37-3.8; and

WHEREAS, this reimbursement is calculated at 75% of the Administrator's salary, up to a maximum of \$12,000.00 annual reimbursement and is contingent upon the County meeting all regulatory requirements, the Division's approval of the Administrator's credentials, and receipt and approval by the Division of quarterly certificates of satisfactory employment, signed by the chairperson of the County Mental Health Board; and

WHEREAS, the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority and shall provide any additional assurances as may be required by the grantor, and 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 Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to any and all grant documents required for reimbursement of the County Mental Health Administrator's salary in the total amount of \$12,000.00 for the period of July 1, 2019 to June 30, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 2, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

2019 Budget

101 PERSONNEL

To offset a portion of the Mental Health Administrator's salary

Total \$ 12,000

Return:
Diane
DiLaurentis

FORM C-2
Department Code 331
Submission Date 9/6/19
Revision Date _____

DEPARTMENT: Division of Disability Services

Department: Division of Human and Disability Services
Grant Title: Mental Health

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
Becky DiLiscandro	Mental Health Adm	\$ 93,093	55.34%	\$ 51,517.67	\$ 12,000.00	\$ 132,610.67
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
Employee Name	Employee Title		\$ -			\$ -
		\$ 93,093	\$ 51,518	\$ 12,000	\$ 132,611	\$ 144,611
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ -	\$ -	\$ -
			(b)
	Grant	County	Total
Total Program Cost	\$ 12,000.00	\$ 132,611	\$ 144,610.67
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 12,000.00				
OE	\$ -				
	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -

BUDGET AMENDMENT FORM

DATE: September 6, 2019

1. GRANT TITLE: Mental Health

2. DEPARTMENT: Division of Human and Disability Services

3. FUNDING AGENCY CONTACT PERSON: Ronald Roebuck, Program Analyst

4. FUNDING AGENCY PHONE NUMBER: (609) 567-7352

5. GRANT AMOUNT: \$12,000

6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$ _____

C. MODIFICATION AMOUNT: \$ _____

D. NEW TOTAL: \$12,000

8. CONTRACT PERIOD: FROM: 7/1/19 TO: 6/30/20

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

ADVANCE: _____

OTHER (EXPLAIN): _____

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

LIST DATES REPORTS ARE DUE: October 1, 2019; January 1, 2020; April 1, 2020;
July 1, 2020

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

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

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: State reimbursement for a portion of the County Mental Health Administrators salary, up to a maximum of \$12,000

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

DEPARTMENT HEAD: _____
Signature

DATE: _____

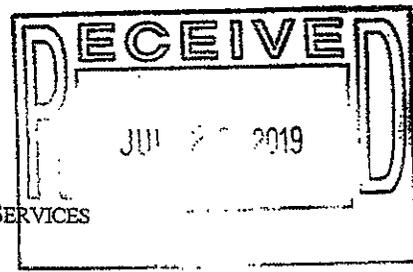
***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

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

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



State of New Jersey
DEPARTMENT OF HEALTH
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
PO BOX 362
5 COMMERCE WAY
HAMILTON, NJ 08691



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CAROLE JOHNSON
Commissioner

VALERIE L. MIELKE, MSW
Assistant Commissioner

August 12, 2019

Leona Mather, Director
Gloucester County Division of Disability Services
115 Budd Blvd.
West Deptford, NJ 08096

Dear Ms. Mather:

I am writing in regards to the reimbursement for the Mental Health Administrator's salary. Please be advised that pursuant to New Jersey's Community Mental Health Services Regulations (N.J.A.C. 10:37-3.8) state reimbursement for the County Mental Health Administrator's salary shall be paid on a quarterly basis contingent upon:

1. The County meeting the requirements of the regulations;
2. The Division's approval of the Administrator's credentials prior to hiring; and
3. Receipt and approval by the Division of quarterly certificates of satisfactory employment, signed by the chairperson of the County Mental Health Board.

The regulations further indicate that the State annual reimbursement shall be at the rate of 75 percent of Administrator's salary, up to a maximum of \$12,000 annual reimbursement.

The Community Mental Health Services Regulations can be viewed in their entirety at the following link:

https://www.state.nj.us/humanservices/providers/rulefees/regs/NJAC%2010_37%20Community%20Mental%20Health%20Services%20Act.pdf

Please let me know if you have any questions.

Sincerely,

Susanne Rainier, Assistant Director
Office of Community Services

C: L. Cerny
D. Helfand
R. Roebuck
M. Shi

New Jersey Is An Equal Opportunity Employer

Disability rec'd
8/23/19

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: July 1, 2019 to September 30, 2019

I Certify that the above expenditure for the salary of Becky DiLisciandro

is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders
Robert M. Damminger, Freeholder Dir.

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF: _____

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: October 1, 2019 to December 31, 2019

I Certify that the above expenditure for the salary of Becky DiLiscandro is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

Signature of Authorized Official
County Mental Health Board.

Signature of Authorized Official
County Board of Chosen Freeholders
Robert M. Damminger, Freeholder Dir.

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: January 1, 2020 to March 31, 2020

I Certify that the above expenditure for the salary of Becky DiLiscandro

is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders
Robert M. Damminger, Freeholder Dir.

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of **\$3,000.00.** pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: April 1, 2020 to June 30, 2020

I Certify that the above expenditure for the salary of Becky DiLiscandro

is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders
Robert M. Damminger, Freeholder Dir.

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACTS FOR THE SECOND
YEAR OF THE 2019-2021 AREA PLAN CONTRACT GRANT**

WHEREAS, the County, through its Department of Health and Human Services, Division of Senior Services, is applying for the 2020 portion of the 2019-2021 Area Plan Contract with the State Department of Human Services, Division of Aging Services to provide a broad range of support programs and services for the elderly population in Gloucester County; and

WHEREAS, the Area Plan Contract is required to be renewed on a year portion being the second grant of funds for the grant term of January 1, 2020 to 2020 in the amount of \$1,569,876.00; and

WHEREAS, the Department of Health and Human Services, Division of Senior Services, has reviewed all data supplied or to be supplied in the grant application attachments, and certifies to the Board that all data contained in the application attachments is true and correct; and

WHEREAS, the Department of Health and Human Services, Division of Senior Services, submitted the grant application to the County Treasurer for review, and the Treasurer has approved such documents, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, any documents necessary to apply for and receive the calendar year 2020 portion of 2019-2021 Area Plan Contract with the State Department of Human Services for grant funding in the amount of \$1,569,876.00; and

BE IT FURTHER RESOLVED, that the Department of Health and Human Services, Division of Senior Services, shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, October 2, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 9/16/2019

1. TYPE OF GRANT _____
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

2. GRANT TITLE: 2019-2021 Area Plan Contract

3. GRANT TERM: FROM: 1-1-2020 TO: 12-31-2020, 2020 Contract Year

4. COUNTY DEPARTMENT:

5. DEPT. CONTACT PERSON & PHONE NUMBER: Dennis Dittmar, 856-686-8342

6. NAME OF FUNDING AGENCY: State of New Jersey Department of Human Services Division of Aging Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): State and Federal funding used to provide a broad range of programs and services for the elderly population residing in Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<u>21 employees</u>			

9. TOTAL SALARY CHARGED TO GRANT: \$ _____

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____

13. DATE APPLICATION DUE TO GRANTOR 10/15/20

*Please Sign &
Return to Alexis
Ford, Senior Services
Thank you!*

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$1,569,876</u>	_____
CASH MATCH	_____	_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: <u>\$1,569,876</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES X NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD Yes

DEPARTMENT HEAD: *[Signature]*
 Signature

DATE: September 16, 2019

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

EFFECTIVE: This policy shall become effective August 1, 2009.

PROMULGATED: July 20, 2009

SUPERCEDES: Standardized Board Resolution Form, promulgated November 21, 2007.

PURPOSE: The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

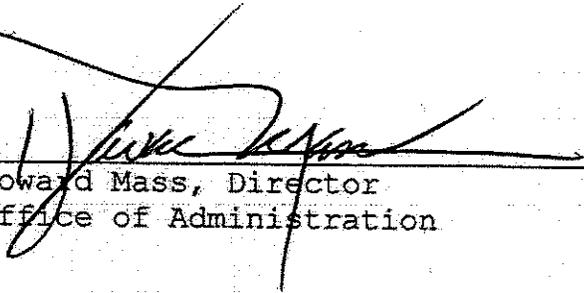
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

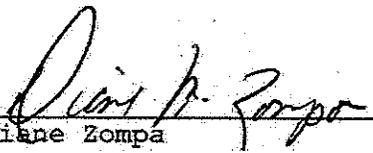
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated _____.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

*** This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # DOAS 20 AAA 017 for Contract

Period January 1, 2020 to December 31, 2020.

Agency: Gloucester County Dept of Health, Senior & Disability Svs.

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

Robert M. Damminger, Freeholder Director

Chairperson, Board of Directors

Date

Leona Mather, Executive Director

Leona Mather

Executive Director

Date

Karen Christina

Karen Christina

Fiscal Officer

9/17/19

Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Tracey Giordano

Name

Treasurer

Title

Kimberly Larter

Name

Purchasing Agent

Title

Karen Christina

Name

Fiscal Officer

Title

Alexis Ford

Name

Accountant

Title

Leona Mather

Executive Director



PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

State of New Jersey
Department of Human Services
Division of Aging Services
P.O. Box 807
Trenton, N.J. 08625-0807

CAROLE JOHNSON
COMMISSIONER

LOUISE RUSH
DIVISION DIRECTOR

DATE: August 20, 2019 **NUMBER:** 2019-7, I-7

TYPE: Policy Memorandum **SUPERSEDES:** None

SUBJECT: 2020 Area Plan Contract **DISTRIBUTION CODE:** I

- Contract Application Provisions
- Advance Planning Document
- Intent to Fund/Initial Distribution of Title III and Related State Match
- 2020 Area Plan Contract Instruction Guide

EFFECTIVE DATE: Immediately

APPLICABILITY: Executive Directors, Area Agencies on Aging (AAA)

PURPOSE: The purpose of this Policy Memorandum is to address the minimum requirements for the 2020 Area Plan Contract (APC), the procedures for the development and submission of the 2020 APC application and the 2020 funding allocation levels for each AAA.

BACKGROUND: Pursuant to the Older Americans Act (OAA) of 1965, 42 U.S.C. §§ 3001 et seq., as amended, and N.J.A.C. 10:165, the AAA is required to submit an APC to the Division of Aging Services, as New Jersey's federally designated State Unit on Aging, for approval. All federal, State and local matching funding included in the APC shall be used exclusively to support a comprehensive and coordinated system of services for seniors in the planning and service area. The 2020 APC begins the second year of the 2019-2021 three-year cycle, with the 2020 APC covering January 1, 2020, through December 31, 2020. AAAs are advised to refer to this Policy Memorandum frequently throughout the planning process for the development of Area Plans.

POLICY: This Policy Memorandum and Budget Attachments, A1 and 2 and B1 and 2, shall serve as the Division's Intent to Fund AAAs for the 2020 APC. In order for the AAA to accept and obligate the APC funds, the county government officials must adopt a resolution utilizing either Attachment A or B. This resolution shall comply with all county requirements and it must be maintained at the AAA for review by the Division. After the resolution is adopted, APC funds shall be made available for use to ensure continued services to older adults as intended.

Each AAA shall prepare and submit the 2020 APC contract application in accordance with this Policy Memorandum and Attachments. The AAA shall submit the APC application online via the System for Administering Grants Electronically (SAGE).

The New Jersey Department of Community Affairs, Division of Local Government Services, is cognizant of these authorizations and will approve corresponding county budget appropriations for counties receiving APC funds under this Policy Memorandum.

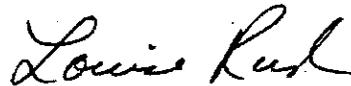
CRITICAL DATES:

10/15/19 By 4:00 pm, the AAAs shall submit the completed APC contract applications in SAGE. (Note that SAGE cannot accommodate an extension of this deadline).

12/31/19 The current APC expires.

For questions regarding the APC programmatic requirements, please contact Stephanie Rietze at (609) 438-4742 or Stephanie.Rietze@dhs.state.nj.us. For questions regarding this Policy Memorandum, SAGE and fiscal matters, please contact either Warren Clanton at (609) 438-4752 or Warren.Clanton@dhs.state.nj.us or Bruce Sutton at (609) 438-4738 or Bruce.Sutton@dhs.state.nj.us.

Thank you for your cooperation in the APC process.



Louise Rush, Director
Division of Aging Services

LR/TZ/bas/smr
Attachments

DEPARTMENT OF HUMAN SERVICES
 DIVISION OF AGING SERVICES
 2020
 Atrea Plan Contract
 Advance Planning Document

Allocation Percentage:

100.00%

Attachment A-1

COUNTY	TITLE III*										TOTAL
	B	C1	C2	D	E	Federal Totals	TITLE III HD	STATE MATCH** E	TITLE III	TOTAL	
Atlantic	337,363	391,641	227,199	20,922	157,812	1,134,827	51,724	47,344	99,068	99,068	
Bergen	1,086,850	1,280,223	728,519	68,550	507,283	3,648,405	166,349	152,179	318,528	318,528	
Burlington	441,640	512,382	295,291	20,981	205,471	1,481,745	87,687	81,841	129,208	129,208	
Camden	688,445	680,004	381,473	34,876	285,528	1,910,328	87,017	79,658	166,735	166,735	
Cape May	158,381	158,327	91,872	17,352	64,047	488,879	22,485	19,214	41,710	41,710	
Cumberland	178,019	204,350	118,557	13,641	82,571	585,138	27,135	24,771	51,907	51,907	
Essex	1,006,803	1,170,093	681,361	61,825	474,347	3,303,628	154,650	142,304	296,954	296,954	
Gloucester	253,602	293,925	169,544	15,831	117,987	850,888	38,801	35,398	74,197	74,197	
Hudson	826,260	980,522	559,133	50,886	389,343	2,795,144	126,837	116,803	243,640	243,640	
Hunterdon	159,391	133,131	88,048	11,603	48,066	438,220	19,597	14,420	34,017	34,017	
Mercer	394,300	457,953	254,631	24,228	184,185	1,328,307	60,412	55,259	115,671	115,671	
Middlesex	889,570	998,086	675,835	62,443	480,803	2,887,847	131,667	120,271	251,938	251,938	
Morris	620,298	718,971	415,589	30,201	289,142	2,082,101	94,921	86,743	181,664	181,664	
Morris	495,978	640,168	311,265	28,548	216,421	1,582,372	71,256	64,928	136,182	136,182	
Occan	751,316	889,556	602,337	46,248	349,450	2,518,887	114,894	104,829	219,683	219,683	
Passaic	603,527	701,212	407,688	37,280	283,113	2,032,800	92,698	84,834	177,570	177,570	
Salmon	158,623	133,131	48,750	16,814	33,944	380,282	18,811	10,183	28,984	28,984	
Somerset	313,183	353,532	208,455	18,322	145,598	1,051,071	47,937	43,678	91,615	91,615	
Sussex	158,454	153,803	75,865	13,251	62,811	432,225	20,087	16,843	36,930	36,930	
Union	614,478	714,101	416,663	37,884	289,365	2,071,602	94,348	85,810	181,158	181,158	
Warren	158,713	133,131	67,592	12,303	47,082	416,801	19,580	14,119	33,689	33,689	
TOTALS	10,099,355	11,510,082	6,817,780	647,149	4,604,419	33,478,786	1,528,643	1,381,326	2,909,969	2,909,969	

* Excludes county-level allocations and other unallocated amounts.

DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
2020
Area Plan Contract
Advance Planning Document

Attachment A-2

COUNTY	SWHDM	Required 25% Match***	SHIP	Required 10% Match***	APP	SSBG	Required 25% Match***	STATE HDM	CMQA	FFP	Medical Match	NSIP**	CRSP	Supplemental Funds	NON- TITLE III AWARDS	GRAND TOTAL
Atlantic	32,016	8,004	37,857	3,786	180,817	369,920	92,480	0	23,810	0	17,849	199,906	180,544	180,178	1,332,084	3,456,891
Bergen	105,017	26,254	124,111	12,411	697,768	812,488	203,126	0	23,810	0	57,747	438,500	65,472	676,887	3,028,328	6,077,724
Burlington	42,614	10,659	50,151	5,016	183,017	176,650	44,163	0	23,810	0	23,428	107,872	0	232,831	969,181	2,460,926
Camden	64,877	13,719	64,910	6,491	311,010	766,559	199,640	46,605	23,810	0	30,245	102,709	0	300,676	1,888,138	3,798,461
Cape May	13,345	3,338	15,689	1,570	78,122	129,922	32,231	7,287	23,810	0	7,287	94,210	8,456	73,133	491,660	880,439
Cumberland	16,643	4,161	19,759	1,980	111,067	482,458	120,616	1,087	23,810	0	9,558	48,948	79,246	93,543	938,665	1,534,003
Essex	87,975	24,494	116,366	11,637	600,912	1,440,916	360,229	146,871	23,810	0	63,891	170,921	0	638,789	3,447,244	6,840,873
Gloucester	24,361	6,080	28,700	2,870	128,867	198,460	39,616	75,053	23,810	0	13,430	114,326	0	132,792	718,987	1,669,876
Hudson	80,812	20,203	98,008	9,800	494,935	1,822,831	405,733	0	23,810	0	44,238	368,092	0	441,418	3,481,027	6,288,171
Hunterdon	13,000	3,250	12,199	1,220	73,121	75,342	18,836	20,087	23,810	0	5,608	36,703	0	63,938	347,736	756,966
Mercer	38,385	9,596	45,409	4,541	187,019	661,187	140,292	0	23,810	0	20,993	118,273	0	209,419	1,330,146	2,066,463
Middlesex	84,861	21,215	100,461	10,045	407,864	513,809	126,452	25,402	23,810	0	46,564	242,795	0	462,260	2,149,044	5,036,981
Monmouth	00,125	16,031	70,869	7,088	304,612	720,492	180,123	0	23,810	0	32,671	264,217	0	327,233	1,996,783	4,087,884
Morris	45,607	11,402	53,734	5,373	210,129	95,633	23,883	11,566	23,810	0	24,708	269,911	0	245,059	1,116,239	2,078,611
Ocean	71,800	17,876	84,585	8,457	371,744	227,542	66,086	0	23,810	0	39,072	218,880	0	394,539	1,663,046	4,171,932
Passaic	59,090	14,765	70,010	7,001	350,148	646,054	159,264	188,380	23,810	0	32,261	176,664	0	324,300	1,024,237	3,967,137
Salem	13,000	3,250	8,276	828	71,376	230,076	57,518	15,373	23,810	0	3,883	23,404	0	34,705	488,876	846,138
Somerset	30,631	7,653	38,064	3,806	124,389	210,630	54,633	16,861	23,810	0	16,659	111,670	0	184,642	833,662	1,084,723
Sussex	13,000	3,250	13,239	1,324	74,649	12,905	3,226	19,486	23,810	0	6,043	28,483	0	69,289	287,734	846,138
Union	69,971	14,993	71,081	7,108	293,606	459,442	114,861	16,598	23,810	0	32,807	256,296	0	328,626	1,763,384	3,634,896
Warren	13,000	3,250	11,442	1,144	74,010	103,728	25,932	37,310	23,810	0	6,363	28,868	28,692	63,163	408,065	825,966
TOTALS	970,000	242,500	1,131,000	114,442	5,109,000	9,742,834	2,265,000	625,000	500,010	0	624,086	3,449,347	360,388	5,221,000	30,542,744	64,021,629

**High Allocation indicates pending final approval for (1)P funding. Actual Allocation may vary based on P/F/S award.
***These columns indicate the amount of each AA's match requirement for SWHDM, SHIP and SSBG. Just to ensure dollars end to add in the total column received from the state.