

**AGENDA**

7:30 p.m. Wednesday, November 9, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the closed session minutes from September 21, 2011 and the regular minutes from October 5, 2011.

P-1 Proclamation Recognizing the Reverend Edmund R. Farrell, Pastor – 40<sup>th</sup> Pastoral Anniversary – First Baptist Church of Harrisonville (previously presented) (W. Wallace).

P-2 Proclamation Recognizing the Elliot G. Heard, Jr. Memorial Fund, Inc. "Upstream Navigator Scholarship and Awards" (to be presented at a later date) (W. Wallace)

P-3 Proclamation to Honor Cody A. Rinnier. Cody distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (to be presented at a later date) (Chila)

P-4 Proclamation to Honor and Welcome home Commander Shawn F. Cassidy, from his deployment in Afghanistan on Saturday, October 22, 2011 (previously presented) (Chila)

P-5 Proclamation In recognition of Cecelia F. Watkins as State President , Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars (previously presented) (Chila)

P-6 Proclamation Recognizing Gwendolyn Rankin as the National President of the Ladies Auxiliary Veterans of Foreign Wars (previously presented) (Chila)

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR W. WALLACE**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED**

- (A) JENINE ELLENA V. GLOUCESTER COUNTY Claim Petition Number 2010-11842;**
- (B) BARBARA ROSS V. GLOUCESTER COUNTY Claim Petition Number 2010-32659;**
- (C) MELINDA PIOTROWSKI V. GLOUCESTER COUNTY Claim Petition Number 2009-20749;**
- (D) BRADD THOMPSON V. GLOUCESTER COUNTY Claim Petition Number 2011-2192**

The general nature of the subject to be discussed at the closed meeting of November 9, 2011, shall be the possible settlement of Workers' Compensation claims captioned Jenine Ellena v. Gloucester County, Claim Petition No. 2010-11842; Barbara Ross v. Gloucester County, Claim Petition No. 2010-32659; Melinda Piotrowski v. Gloucester County, Claim Petition No. 2009-20749; and, Bradd Thompson v. Gloucester County, Claim Petition No. 2011-2192.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

1. Area Plan Grant - \$4,833.00  
These additional funds represents the final distribution for the Area Plan Grant under the Older Americans Act. These funds will allow us to fully fund the contract obligations with outside service providers and with other county departments.
2. DUI Checkpoint Saturation Patrol Grant - \$30,000.00  
This grant provides funding to conduct various DUI sobriety checkpoints and saturation patrols throughout Gloucester County. Selected municipalities are reimbursed officer overtime at a rate of \$55.00 per hour allowing for 545 hours of sobriety checkpoints and patrols or 136 municipal officers working sobriety checkpoints and patrols throughout Gloucester County.

3. Drunk Driving Enforcement Fund – \$12,000.00  
These funds are surcharges collected as a result of drunk driving convictions in municipal police departments. A portion of the funds are awarded to the County agency (Prosecutor's Office) to purchase items to assist in enforcing the driving while under the influence laws.
4. Region Wide Transportation GIS System - \$20,000.00  
These funds will be used to continue Gloucester County's participation in the development of DVRPC's Region Wide Transportation program. Work will include the development of transportation network geography, database elements and data sharing. The funds will be used primarily to offset salaries as well as providing for equipment and upgrading capabilities.

**A-3 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MERCURY CONSULTING GROUP – MCG, LLC TO PROVIDE CONSULTING SERVICES FOR A SECURE DATA INFRASTRUCTURE FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00 FOR THE PERIOD BEGINNING NOVEMBER 9, 2011 AND CONCLUDING NOVEMBER 8, 2012.** This contract is to assist us in building a Secure Data Infrastructure to meet the State Police requirements for the distribution of NCIC (National Center for Information and Crimes). Also, this will interconnect wireless sensitive data to our wide area network. Awarded per RFP-011-049 in an amount not to exceed \$50,000.00.

**A-4 RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE CONTRACTS FROM AVAYA FOR HARDWARE FOR TELEPHONE SWITCHES LOCATED AT THE CLAYTON COMPLEX, SHADY LANE, COUNTY COURTHOUSE, BOARD OF ELECTIONS, BUDD BOULEVARD, ADULT PROBATION AND HEALTH DEPARTMENT THROUGH STATE CONTRACT NUMBER A42285 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE YEAR 2012.** This request is for Avaya who provides communication support for all telephone switches throughout the county. Working closely with Avaya is SPS, a provider of communication equipment. This represents an annual agreement to not exceed \$150,000.00.

**A-5 RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS & ASSOCIATES, INC., FOR THE PURCHASE OF SOFTWARE MAINTENANCE FOR THE YEAR 2012 FOR AN AMOUNT NOT TO EXCEED \$37,000.00 PURSUANT TO N.J.S.A. 40A:11-5DD.** This represents the annual software maintenance fee for our Financial application from Edmunds that includes Financial accounting, electronic requisitions, payroll, and Human Resources in the amount of \$37,000.00. This is proprietary software according to NJSA-40A:11-5DD.

**A-6 RESIGNATION OF PAUL DRAKE, DEPTFORD, FROM THE GLOUCESTER COUNTY INTER-AGENCY COORDINATING COUNCIL (CIACC).**

*DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS*

*FREEHOLDER SIMMONS  
FREEHOLDER CHILA*

**B-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2011 THROUGH JUNE 30, 2012 FOR A MAXIMUM CONTRACT AMOUNT OF \$80,000.00.** This Resolution will allow the Workforce Investment Board to establish a Shared Services Agreement with Gloucester County College. Gloucester County College (GCC) will assist in the coordination of Literacy Services and will deliver services at the One-Stop Learning Link, the Learning Link at the College, the County Correctional facilities (10 hours of instruction and 1 day of testing per week), and at St. Matthews in Williamstown, NJ. This agreement is for twelve (12) months, which started July 1, 2011 and ends June 30, 2012. Due to decreased funding, the contract had to be renegotiated, thus causing a delay in the agreement approval process. Therefore the agreement is back dated. The allocation is not to exceed \$ 80,000.00 which, for this agreement will be from only the Workforce Learning Link (WLL) (\$80,000.00). In previous years this agreement combined funding with TANF (Temporary Assistance for Needy Families) for an (AWEP) Alternative Work Experience Program/Literacy. That will have to be done at a later date and with a separate agreement.

**B-2 RESOLUTION AUTHORIZING THE EXTENSION OF A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE ALTERNATIVE WORK EXPERIENCE PROGRAM (AWEP) SERVICES FROM NOVEMBER 1, 2011 THROUGH NOVEMBER 30, 2011.** This Resolution is requesting that the Board of Chosen Freeholders extend the Shared Services Agreement with Gloucester County College for an additional one (1) month, starting November 1, 2011 and ending November 30, 2011. This entity currently provides workplace literacy programs to the Work First New Jersey (TANF & GA) adults at the Gloucester County One-Stop, and the College. This program is funded with Work First New Jersey monies received from the New Jersey Department of Labor and Workforce Development. There are no additional monies being awarded for this one month extension.

**B-3 RESOLUTION AUTHORIZING JURISDICTIONAL AGREEMENT #4710 BETWEEN THE COUNTY OF GLOUCESTER AND THE STATE OF NEW JERSEY REGARDING A PART OF ROUTE 322 WITHIN THE COUNTY.** The Resolution will authorize the County to execute and approve a Jurisdictional Agreement with the State of New Jersey. NJDOT Jurisdictional Agreement #4710 will allocate the Jurisdictional responsibilities for highway maintenance and control between the County and the State with reference to future NJDOT improvements along Route 322 (aka County Route 536), Raccoon Creek Bridge and Mullica Hill Pond Dam, locations which intersect County Route 536/Route 322, a County-controlled road within Harrison Township. This section of County Route 536/Route 322 is part of an area of State Highway Route 322 which was transferred to Gloucester County December 09, 2008 via Jurisdictional Agreement #4657. The current agreement will allow the State/ NJDOT to construct planned future improvements in areas controlled by the County of Gloucester, after which the County will assume and/or retain jurisdiction for areas of Route 322 as outlined in the Jurisdictional Limit Map which is part of Agreement #4710. The State will also retain jurisdiction of the bridge. The spillway will also have jurisdictional control assumed by the Township of Harrison.

**B-4 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$12,000.00.** The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to Nupump Corporation (P.O. Box 157, Malaga, NJ 08328), for the Emergency Project "Emergency Repair to Bridge 5-J-6, County Route 635, Lambs Road over Mantua Creek at Bethel Mill Lake in the Township of Mantua, Gloucester County", Engineering Project #11-09FA(27), in the amount of \$12,000.00. The County of Gloucester solicited quotes for the emergent repair at the above referenced location. The project involves the emergency repair and removal of debris in front of the gate opening at Bridge 5-J-6; damage/debris and or silt from Hurricane Irene has caused the blockage of the sluice gate on the dam at Bethel Mill Lake in Mantua Township. This blockage has prevented the lowering of the lake. The damage/debris caused by the Hurricane has blocked the sluice gate rendering the gate useless. We are unable to lower the lake. This contract will enable underwater divers from NuPump to access the sluice gates and repair the damage. The work shall be completed by October 25, 2011 with a notice to proceed anticipated on or before October 18, 2011.

**B-5 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO JPC GROUP, INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$1,453,440.00.** The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to JPC Group, Inc. (228 Blackwood-Barnsboro Road, Blackwood, NJ 08012), for the Emergency Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester", in the amount of \$1,453,440.00. The County of Gloucester solicited quotes for the emergent repairs at 24 locations throughout the County as listed below:

- West Boulevard, CR615 over Manaway Branch in Newfield and Franklin
- Tomlin Station Road, CR607 over Basgalore Creek in South Harrison
- Russell Mill Road over Basgalore Creek in Woolwich
- Russell Mill Road over Raccoon Creek in Woolwich
- Clayton Road, CR608 over Reed Branch in Clayton and Elk
- Franklinville Road, CR538 over unnamed tributary of the Raccoon Creek in South Harrison
- Clems Run Road, CR623 over Clems Run in Harrison
- Clems Run Road, CR623 over unnamed tributary of Raccoon Creek near Dillion Ct. in Harrison
- Clems Run Road, CR623 over unnamed tributary of Raccoon Creek near Griffin Road in Harrison
- Franklinville Road, CR538 over Polar Branch in South Harrison
- Barnsboro Road, CR609 over Wrights Mill Stream in Harrison and Elk
- Malaga-New Brooklyn Road, CR536 over Four Mile Branch in Monroe
- Clems Run Road, CR623 over Wrights Mill Stream in Harrison and Elk
- Leonard Cake Road over Little Ease Run in Franklin
- Marshall Mill Road over Malaga Branch in Franklin
- Pitman-Jefferson Road, CR624 over branch of Edwards Run in Mantua
- Lambs Road, CR635 over Mantua Creek in Washington and Mantua
- Harrisonville-Swedeseboro Road, CR668 over branch of Oldmans Creek in South Harrison

- Fish Pond Road, CR634 over Mantua Creek in Washington and Glassboro
- Lake Avenue, CR694 over Narraticon Run in Swedesboro
- Bells Lake Road over Bells Lake Stream in Washington
- Warrington Mill Road over Purgey Brook in Woolwich
- Salina Road, CR715 over Bees Branch in Deptford
- Cedar Road, CR667 over Jefferson Branch in Harrison

Permanent repairs are required in order to address emergent safety conditions which affect County facilities such as County bridge and culvert structures and/or County owned and maintained roadways. All repairs are required and are as a result of the damage created by Hurricane Irene. In many cases temporary repairs were made at the above locations; however these permanent repairs are required before any significant storm event. The work shall be completed within 60 calendar days with a notice to proceed anticipated on or before October 24, 2011. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

**B-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$86,943.23.** The Resolution will approve and authorize a Contract Change Order Decrease #01-Final with South State, Inc. (P.O. Box 68, Bridgeton, NJ 08302), necessary to adjust contract amount to reflect project as-built quantities, including supplementary work required to construct the project, for the Project #08-15FA "Proposed Resurfacing and Safety Improvements to County Route 555, Tuckahoe Road between Hewitt Avenue and Malaga-New Brooklyn Road, CR659 in the Townships of Monroe and Franklin, in Gloucester County" in the amount of \$86,943.23. This Project entailed milling and resurfacing, with 2 ½ " of HMA surface course, a portion County Route 555, Tuckahoe Rd. Road in the Townships of Monroe and Franklin between Hewitt Ave. in Monroe Twp. and Malaga New Brooklyn Rd., Co. Rte. 659 in Franklin Twp.. The project also included the installation new long life traffic stripes, raised pavement markers, guide rail upgrades along with the replacement of existing curb pieces with Eco Type heads and the installation of bicycle safe grates as needed. The signal at the intersection of Clayton-Williamstown Rd., CR610, was upgraded with pedestrian facilities and a new signal was constructed at the intersection of Williamstown-Franklinville Road. This project is 100 % Federally funded.

**B-7 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02 WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$214,374.94.** The Resolution will approve and authorize Contract Change Order Increase #02 with Driscoll Construction Co., Inc. (809 Bethlehem Pike, P.O. Box 399, Spring House, PA 19477), for Adjusted quantities to reflect actual field conditions/as-built quantities. Supplemental Items are for storm related repairs, for the project "Reconstruction of County Bridge 4-J-8, Barnsboro-Blackwood Road, County Route 603, over Mantua Creek, in the Townships of Mantua & Deptford, Gloucester County, New Jersey, Engineering Project 08-05SA," in the amount of \$214,374.94. This project entailed the replacement of the concrete bridge along Blackwood-Barnsboro Road over Mantua Creek with a single-span steel stringer bridge with a concrete deck. The bridge demolition and replacement were done in three (3) stages while maintaining traffic along Barnsboro-Blackwood Road, County Route 603. The project included the installation of inlets and drainage piping along the approaches; repaving of the HMA approach roadways, installation of guide rail, installation of concrete curbing, and pavement striping. This project shall be completed 240 days after notice to proceed. This project is 100% State Aid funded.

**B-8 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN FOR THE USE OF ONE (1) STREET SWEEPER BY THE BOROUGH OF PITMAN AS PART OF THE SAID BOROUGH'S COMPLIANCE WITH A STORMWATER MANAGEMENT PLAN.** Resolution authorizing a Shared Service Agreement between the County of Gloucester and the Borough of Pitman for the use of a street sweeper as part of a storm water management plan for a period of two years commencing November 2, 2011 and concluding November 2, 2013 with a daily use fee of \$350.00 payable a month's end for usage during that month.

**B-9 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 12-53-312 BETWEEN THE COUNTY OF GLOUCESTER AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR FISCAL YEAR 2012 REGION-WIDE TRANSPORTATION GIS PROGRAM.** This agreement funds Gloucester County's continued participation in the development of DVRPC's Region Wide Transportation GIS Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the county to provide the state with additional files that are best fashioned at county and local levels, providing the state with accurate characteristics of roadways and rail systems in Gloucester County. Staff will be responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from County departments as well. This grant enables the county to have a complete file of highway, rail and local road systems. The funds will be used to reimburse staff time and to fund the maintenance requirement for ARC-GIS, the software used for GIS mapping and for the purchase of a printer capable of printing large documents.

**DEPARTMENT OF HEALTH &  
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE  
FREEHOLDER CHILA**

**C-1 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER AND NJ TRANSIT IN REGARD TO SERVICES AS AN ASSESSMENT AGENCY.** Authorizing execution of a Memorandum of Understanding between the County of Gloucester and NJ Transit in regard to services as an assessment agency. The County of Gloucester, through the Office of Educational and Disability Services is capable of serving in the capacity as an Assessment Agency and has, in fact, performed in such capacity for a number of years. This Memorandum of Understanding sets forth the responsibilities and obligations in the administration of the assessment interview process. It also states the reimbursement fee is \$50 per properly completed assessment. This Memorandum is effective October 1, 2011 through October 1, 2012.

**C-2 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SENIOR HEALTH CONNECTION PROGRAM GRANT AGREEMENT WITH THE GLOUCESTER COUNTY DEPARTMENT OF HEALTH, PREVIOUSLY AWARDED BY RFP #010-009, REDUCING THE MAXIMUM CONTRACT AMOUNT TO \$12,769.00.** The execution of a contract modification to decrease the contract amount with the Gloucester County Department of Health, Senior Health Connection Program (#009), by \$31.00, from a total contract amount of \$12,800.00 to an amended total contract amount of \$12,769.00 The contract decrease is due to a mid-year Title III D funding modification within the 2011 Area Plan Contract.

**C-3 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR GRANT FUNDING IN THE AMOUNT OF \$1,455,100.00 FOR 2012, REPRESENTING THE THIRD YEAR OF THIS THREE YEAR AREA PLAN CONTRACT.** Resolution to authorize the Freeholder Director to sign any and all documents regarding the application to the NJ Department of Health and Senior Services for a grant in the amount of \$1,455,100.00, for 2012, the third year, of a three year renewable grant, specifically the Area Plan Contract 2010-2012, 2012 Update, Health Services Grant # 12-1383-AAA-C-3. Funding from this grant will enable the Division of Senior Services to provide a broad range of programs and services for the elderly population in Gloucester County for the period January 1, 2010 to December 31, 2012.

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

**FREEHOLDER CHILA  
FREEHOLDER DiMARCO**

**D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2009 URBAN AREAS SECURITY INITIATIVE GRANT FROM THE OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$65,000.00.** The Office of Homeland Security and Preparedness in its role as State Administrative Agency for federal funding, has advised the County of Gloucester of the awarded funds under the UASI. These funds will implement a new credentialing system that will standardize first responder identification cards statewide.

**D-2 RESOLUTION AUTHORIZING A CONTRACT WITH CARD DATA SYSTEMS FOR THE NEW HIGH-SECURITY CREDENTIALING AND ACCOUNTABILITY ID SYSTEM THAT WILL STANDARDIZE FIRST RESPONDERS IDENTIFICATION CARDS STATEWIDE FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$65,000.00 FOR TWO YEAR PERIOD COMMENCING NOVEMBER 1, 2011 AND TERMINATING OCTOBER 31, 2013.** "LFN 2005-14: allows 1 county to utilize another county's bidded contract for homeland goods/services and also allows counties to use GSA vendors" when purchasing said goods/services with Homeland Security Funds (see attached memo from Steven Talpas). Bergen County awarded a contract (LFN 205-14: Bergen County 10-05/#200) to Card Data Systems for a Credentialing ID System. We will be basing our contract on that bidded contract. The total amount for this purchase is \$65,000.00 and charged to a FFY 09 Urban Area Security Initiative Grant managed by Homeland Security and Preparedness Office. The system we are purchasing will provide our first responders with secure identification cards for incident command and electronic accountability at emergency scenes. This is a statewide program.

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR W. WALLACE**

**E-1 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO SUBMIT THE 2012 GLOUCESTER COUNTY MUNICIPAL ALLIANCE PLAN/GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE.** 2012 Municipal Alliance Prevention Plan/Grant is an annual direct service grant involving 24 municipalities for the expressed purpose of community prevention/education regarding alcoholism and drug abuse. This year's grant is \$346,965.00.

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER L. WALLACE  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION AUTHORIZING APPLICATION FOR THE STATE FARM GRANT FOR 2012 FUNDING FOR EDUCATIONAL INSTITUTION OR GOVERNMENT ENTITY IN THE AMOUNT OF \$5,000.00.** The Gloucester County Prosecutor's Office has applied for funding through the State Farm Grant for 2012 Funding for Educational Institution or Government Entity in the amount of \$5,000. We are requesting funds to purchase awards and prizes for the participants of the 9<sup>th</sup> Annual Highway Safety Taskforce High School Video Contest participants. The students produce a video/public service announcement promoting seatbelt safety or portraying the dangers of distracted, aggressive, drowsy, drugged & drunk driving. The videos are premiered at a local movie theater and the grand prize winning video is aired as a public service announcement on local and regional television media to educate the community about the dangerous driving behaviors. Last year's contest produced a record number of videos, 149 videos were submitted with approximately 400 participating students from local high schools.

**F-2 RESOLUTION AUTHORIZING RENEWAL APPLICATION FOR THE PROSECUTOR'S OFFICE DRUNK DRIVING ENFORCEMENT FUND GRANT THROUGH THE DIVISION OF HIGHWAY TRAFFIC SAFETY FOR JULY 1, 2011 THROUGH JUNE 30, 2012, IN THE TOTAL AMOUNT OF \$12,000.00.** These grant funds are surcharges collected as a result of drunk driving convictions in municipal police departments. A portion of these funds are given to the County Agency (Prosecutor's Office) to use in combating drunk driving. Previous grants have provided funds for traffic cones and signs used at DWI checkpoints, projector used for training and court presentations, blood/urine kits, transportable digital recorders, digital transcribing kits, digital video recording system, digital camera system, an automated traffic counter used in determining locations and time frames for checkpoints, mug shot camera for Live Scan, one Dell computer for the NCIC TAC system. Mobile Data Terminal (MDT) mounting system, portable GPS units and mobile vehicle mounted police radios for use in response to crimes involving drunk, drugged or aggressive driving. Dash-mounted emergency warning lights and stealth mounted emergency warning light package for use at the scene of drunk, drugged, or aggressive driving related crash scenes, DWI checkpoints, etc., to ensure the safety of police officers at the scene, along with Passive Alcohol Sensor (PAS) Flashlights for use by greeters at DWI checkpoints to enhance the detection of drunk drivers. Software updates to several crash investigation programs for use in the documentation and reconstruction of drunk driving related crashes. Expert reconstruction fees for aid in the prosecution of a drunk driving related homicide investigation. These funds help to off-set operating expenses. We are requesting funds under the current grant to purchase four (4) mobile vehicle police radios for use in response to crimes involving drunk, drugged or aggressive driving related accidents. Several software updates to crash investigation programs including but not limited to Expert Autostats, CrashZone and Accident Reconstruction Professional, necessary in the reconstruction and documentation of drunk driving crashes. Newly supported cables for the Crash Data Retrieval (black box) used in the reconstruction of drunken driving crashes. Two (2) video recording

cameras for documentation of drunk driving related crash scenes. Uniforms for use in the investigation of crashes, including but not limited to shirts, pants and boots. Membership dues for crash investigator to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques. These items will be utilized to investigate and prosecute individuals charges in drunk, drugged or aggressive driving crashes.

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER DiMARCO  
FREEHOLDER CHILA**

Old Business

New Business

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

Adjournment

**MINUTES**

7:30 p.m. Wednesday, October 5, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

**Roll Call**

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

**Changes to the Agenda**

46060 Proclamation to Honor **Michael J. Ciocco**. Michael distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (previously presented) (Chila)

46061 Proclamation to Honor and Congratulate the Swedesboro/Woolwich Little League 9-10 Softball Girls Team for distinguishing themselves by winning District 15 New Jersey Little League Softball 2011 District Championship the New Jersey Section 4 Title and placing 2<sup>nd</sup> in the State Championship (previously presented) (Chila)

46062 Proclamation In Honor and Recognition of **Cara Jankauskas** for her achievements as a member of the Girl Scouts of America, Troop 64713. **Cara Jankauskas** has distinguished herself by earning the "**Silver Award**" the highest award offered by the Girl Scouts of America for girls ages 11 – 14 (previously presented) (Chila)

46063 Proclamation in Honor and Recognition of Robert Purzycki for his service during WWII (previously presented) (Chila)

46064 Proclamation in Honor and Recognition of CPL Earl McEwen for his service during WWII (previously presented) (Chila)

46065 Proclamation in Honor of National POW/MIA Recognition Day September 16, 2011 (previously presented) (Chila)

46066 Proclamation Recognizing "A Tribute to Citizen's Vision and Generosity" Founders Memorial Service to recognize the 107 Glassboro area residents and businesses that raised the money to buy the parcel of land where the Normal School was built in 1923, and Rowan University stands today (Previously Presented) (Simmons)

**46067 FINAL READING AND ADOPTION OF A REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2004, DATED OCTOBER 1, 2004; AUTHORIZING THE ISSUANCE OF UP TO \$18,500,000 OF GENERAL OBLIGATION REFUNDING BONDS.**  
 The purpose of this ordinance is to provide authority for the county to move forward with steps necessary to refinance 2004 General Obligation Bonds and take advantage of lower interest rates. Under current conditions, this refinancing will save the county almost \$600,000 over the life of the bond.

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco			X		
Simmons		X	X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder L. Wallace said about \$90,000 are expenses and why we need a fiscal impact statement. Voters have the right to know if this was part of the agenda  
Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Lee Lucas from Gibbstown asked what the \$90,000 was about. Director Damminger said this is the cost to refinance \$6 million. Lucas then asked if this is the same way we paid Mark Cimino.

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR W. WALLACE**

**46068 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 2011; AUTHORIZING THE ISSUANCE, SALE AND AWARD OF SAID BONDS; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO.** Resolution authorizing the issuance and sale of such refunding bonds and making certain other determination in connection therewith.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46069 RESOLUTION IN SUPPORT OF FULLY FUNDING THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR DISASTER AID MONEY TO HELP THE PEOPLE OF THE STATE OF NEW JERSEY RECOVER FROM HURRICANE IRENE.** Hurricane Irene and Tropical Storm Lee inflicted extensive damage on the State of New Jersey. The U.S. House of Representatives has failed to pass a resolution to fully fund disaster aid money for the State of New Jersey. The Federal Emergency Management Agency only has enough funding to last several more days according to Homeland Security Secretary Janet Napolitano. This will most certainly leave many New Jerseyans without crucial disaster relief aid.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Lee Lucas from Gibbstown asked if these are FEMA cuts. He then stated that people should get flood insurance.

**46070 RESOLUTION APPOINTING LEONA MATHER AS THE ADA COORDINATOR.** The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. As such, State and local governments are required to perform self-evaluations of their current facilities relative to accessibility. This involves the development and periodic update of a Program Access Plan called a Transition Plan. Said Plan is designed to (a) identify obstacles that limit accessibility to facilities; (b) describe methods to make facilities more accessible; (c) provide a proposed schedule for modifications; and (d) identify officials to implement the Plan. This resolution will authorize the appointment of Leona Mathers as ADA Coordinator relative to the County's Transition Plan.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46071 RESOLUTION APPROVING REVISION TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.** The Human Resources Manual 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 Gloucester County residents. The Human Resources Department is requesting a resolution to approve, as part of the Administrative Code, one revision to a certain part of the existing manual (PER-6). This policy being requested for modification, and the explanation why, is as follows:

- 9.1 Personnel Records – Amended fee structure for copies of documents in accordance with OPRA

This existing policy was reviewed and modified for accuracy due to evolution and to continue functional change. This change makes the Human Resources Manual a better management tool for the county and provides clearer direction to employees.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace				X	

Comments: Freeholder L. Wallace questions if an employee wanted a copy of personnel file they would have to pay. Administrator Bruner said this was done to be consistent with OPRA policy and the new statute.

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHILA**

**46072 RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, TO DECREASE THE TOTAL CONTRACT AMOUNT BY \$777.00 FOR THE PERIOD JULY 1, 2010 TO JUNE 30, 2011.** This amendment is required because the New Jersey Department of Labor and Workforce Development has decreased a portion of Work First NJ funds in the amount of \$777.00 for Program Year 2010 (7/1/10 thru 6/30/11) to the Gloucester County Workforce Investment Board. Of the original \$29,290, we obligated \$28,513. These are state dollars which needed to be obligated by June 30, 2011. The \$777.00 comes from *Career Advancement Voucher Program (CAVP)* funding. The CAVP is an education or training opportunity for post-Temporary Assistance to Needy Families (TANF) recipients who are employed and if eligible can receive a voucher for up to \$4,000 to cover the cost of tuition. The total funding for our County in PY 2010 is \$3,399,803.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46073 RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR GRAFFITI REMOVAL SERVICES TO PRECISION POWER WASH, LLC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM AMOUNT NOT TO EXCEED \$20,000.00 FOR EACH CONTRACT TERM.** Resolution authorizing Graffiti Removal Service to be used throughout the County on an as needed basis for County owned structures as directed by the Public Works Director or designee. Precision Power Wash LLC will supply the service of removing graffiti on County owned structures, as per PD 011-051 throughout the County.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46074 RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR THE SUPPLY AND DELIVERY OF ROCK SALT TO MID-ATLANTIC, LLC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM AMOUNT NOT TO EXCEED \$1,000,000.00.**

Resolution authorizing purchase of rock salt to be used throughout the County roadway system for deicing roadways. The rock salt also is used to make salt brine to pre-treat roadways prior to a deicing event. Mid- Atlantic Salt LLC will supply and deliver to the County's six (6) Regional Salt facilities as well as being available to all Municipalities within Gloucester County covered under the Cooperative Purchasing Program, as per PD 011-050.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder L. Wallace has questions about the contract for \$1,000,000.00 for salt. He wants to know where the money is coming from. Administrator Bruner stated that shared services agreements and Regional Stormwater Co-op agreement with the locals and the local towns pay. Treasurer Schwarz said the municipalities reimburse. L. Wallace said he wanted a copy of the trust account.

**46075 RESOLUTION AUTHORIZING THE ACQUISITION OF A ROAD EASEMENT FROM SONY MUSIC ENTERTAINMENT, INC. FOR A TOTAL AMOUNT OF \$6,000.00.**

The resolution will authorize the Purchase of Land as Road Easement RE-3 from Sony Music Entertainment, Inc. f/k/a/ Sony Music Holdings, Inc. (400 Woodbury Road, Pitman, NJ 08071) for a portion of Block 138, Lot 1, Township of Mantua, in association with the project "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Mantua Township, Gloucester County" for a total amount of \$6,000.00 as per Engineering Project #08-04SA. The purchase of this land will enable the construction of intersection improvements to the existing closely spaced signals located along Woodbury-Glassboro Road, CR553 at Lambs Road, CR635 and at Tylers Mill Road in Mantua Township. The easement is located at the intersection of Tylers Mill Road and Woodbury-Glassboro Road

(CR553) and is required for the roadway widening for the project. The construction of this project is 100% State Aid Funded.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46076 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO DEFALCO & BISCONTI, INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$16,216.87.**

The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to DeFalco & Bisconti, Inc. (725 Old White Horse Pike, Atco, NJ 08004), for Emergency Repair Work along Route 322/County Route 536 adjacent to Mullica Hill Pond, Harrison Township, Gloucester County, Engineering Project #11-09FA, in the amount of \$16,216.87. An emergency condition exists on Route 322/County Route 536, Mullica Hill Road at the Mullica Hill Pond dam spillway. Hurricane Irene caused overtopping of the drainage crossing along Route 322/County Route 536, which in turn washed away a large section of the roadway and roadway embankments near and around the bridge structure. These washout areas needed to be immediately addressed so as not to lose the entire roadway and the bridge.

Notice to proceed was given to DeFalco & Bisconti, Inc. on August 29, 2011. DeFalco & Bisconti, Inc. did mobilize and commence the emergency work immediately after receiving a notice to proceed. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46077 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO JPC GROUP, INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE AMOUNT OF \$19,145.02.** The Resolution will confirm an award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, to JPC Group, Inc. (228 Blackwood-Barnsboro Road, Blackwood, NJ 08012), for Emergency Repair Work along Route 322/County Route 536, Drainage Structure and Edge of Road Repairs, Harrison Township, Gloucester County, Engineering Project #11-09FA, in the amount of \$19,145.02. An emergency condition exists on Route 322/County Route 536, Mullica Hill Road at the Mullica Hill Pond Bridge. Hurricane Irene caused overtopping of the drainage crossing along Route 322/County Route 536, which in turn washed away a large section of the roadway and roadway embankments approximately 700' west of the intersection with Route 45. These washout areas needed to be immediately addressed so as not to lose the entire roadway and the loss of the drainage crossing. Notice to proceed was given to JPC Group, Inc. on August 29, 2011. JPC Group, Inc. did mobilize and commence the emergency work immediately after receiving a notice to proceed. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46078 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03 WITH DEFALCO & BISCONTI, INC. IN THE AMOUNT OF \$58,326.40.** The Resolution will authorize a Contract Change Order Increase #03 with DeFalco & Bisconti, Inc. (725 Old White Horse Pike, Atco, NJ 08004) for increases and decreases as of September 14, 2011, and 2' undercuts and replace with DGA due to unsuitable soil conditions along Walters Road, in association with the Construction of the Stage 1 Roadway Construction for the Mullica Hill By-Pass (U.S. Route 322 & County Route 536), Mullica Hill Road (CR 536), Walters Road and Clems Run Road (CR623), Harrison Township, Gloucester County, New Jersey, in the amount of \$58,326.40, Engineering Project #07-05 I. Stage 1 Roadway Construction for The Mullica Hill By-Pass project entailed milling, widening and resurfacing with HMA surface course a portion Mullica Hill Road (CR 536) in support of the construction of a new roadway to be known as The Mullica Hill By-Pass (U.S. Route 322 & C.R. 536). The project included the realignment of Walters Road and the removal and abandonment of a portion of Walters Road. The project will also included the installation of a new traffic signal at the Clems Run Road Intersection, new long life traffic stripes, raised reflectorized pavement markers, pedestrian facilities, signage, and significant stormwater management facilities.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace				X	

Comments: N/A

**46079 RESOLUTION APPROVING CHANGE ORDER #02 WITH JPC GROUP, INC. IN THE AMOUNT OF \$136,781.83.** The Resolution will authorize a Contract Change Order Increase #02 with JPC Group, Inc. (228 Blackwood-Barnsboro Road, Blackwood, NJ 08012) for Projected Fuel and Asphalt adjustment, supplemental items including silt fence, super silt fence, 8" SDR PVC pipe, relocation of parking lot lights, police traffic directors, undercuts at roadway and culvert B due to unsuitable soil conditions. Increases and decreases in contract quantities to reflect as-built quantities to date, in association with "Stage II Roadway Construction for the Mullica Hill By-Pass, Harrison Township, Gloucester County" in the amount of \$136,781.63. This Project consists of the construction of the Stage II portion of the Mullica Hill By-Pass in Harrison Township. Stage II picks up from near the relocated intersection at Walters Road through to the Route 45/Route 322 intersection at the Harrison House Diner.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace				X	

Comments: Freeholder L. Wallace asked if this is \$250,000.00 in change orders. Do we have total dollars on the by-pass? Administrator Bruner said \$16 million. Engineer, Vince Voltaggio said \$12 million for the by-pass.

**46080 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01 WITH AMERICAN ASPHALT COMPANY, INC., IN THE AMOUNT OF \$8,884.19.** The Resolution will approve and authorize Contract Change Order #01-Increase with American Asphalt Company, Inc. 116 Main Street, West Collingswood Heights, NJ 08059, for Railroad Protective Liability Insurance needed to mill and pave within Conrail ROW, & Asphalt Price Adjustment to cover actual cost increase, in association with the project "Resurfacing and Safety Improvements to Kings Highway, County Route 551, Section 1 between Asbury Station Road, County Route 684 and Quaker Road and Section 2 between Whiskey Mill Road, and the Mantua Creek in the Townships of Woolwich and East Greenwich, Gloucester County" in the amount of \$8,884.19. This change order increases the time of the contract by eighteen (18) days, due to extreme weather conditions and coordination with Conrail. This Project entailed milling and resurfacing with 2" of HMA surface course portions of Kings Highway, County Route 551, from Asbury Station Road (CR 684) to Quaker Road and from Whiskey Mill Road to Mantua Creek in the Townships of East Greenwich and Woolwich. The project also included the rehabilitation of the existing concrete base (as directed in the field), repair of existing bridge deck joints at the Mantua Creek bridge (Bridge 3-G-1), installation of new long life traffic stripes, raised pavement markers, guide rail, along with the resetting/replacement of existing signs. This project is 100% Federally Funded through the ARRA Stimulus Program as per Federal Project Number is FS-COOS(110), Engineering Project #08-09FA.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila					X
DiMarco		X	X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46081 RESOLUTION AUTHORIZING CHANGE ORDER #01 WITH WALTERS MARINE CONSTRUCTION, INC. IN THE AMOUNT OF \$0.00.** The Resolution will approve and authorize Contract Change Order #01 with Walters Marine Construction, Inc. P.O. Box 68, Bridgeton, NJ 08302, for additional non-vegetative surface required based on Guide Rail quantity and reduction in treated timber pile lengths based on as-built conditions, in association with the project "Resurfacing and Safety Improvements to Mantua Grove Road, County Route 634 and Parkville Station Road, County Route 656 between Imperial Way and 2,000' Southeast of County Route 551, in the Township of West Deptford, Gloucester County" in the amount of \$0.00. Increases were off-set by decreases resulting in a zero dollar amount change order. This Change Order increases the time of the Contract by thirty (30) days, due to extreme weather conditions. This Project entailed removal and complete replacement of existing deteriorated and weight restricted bridge structure 8-K-6, and the resurfacing of the roadway on either side of the bridge structure and associated roadway improvements for a total distance of approximately 0.2 miles (+/-). The full depth pavement construction included installation of 6" of Dense Graded Aggregate Base Course, 4" of Superpave Base Course, and 2" of Superpave Surface Course. The roadway resurfacing included 2" of milling, along with the installation of 2" of Superpave Surface Course. Guide rail was installed on each side of the bridge and approaches. The new structure consists of a pre-fabricated timber bridge on timber piles with a center pier. This project is 100% Federally Funded through the ARRA Stimulus Program as per Federal Project No.: BRZ-C00S (044) Engineering Project #06-17FA(2).

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46082 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$29,457.45.** The Resolution will approve and authorize Contract Change Order Increase #02 with South State, Inc. P.O. Box 68, Bridgeton, NJ 08302, for increases in quantities to reflect as-built quantities, including supplemental Guide Rail End Treatment Anchorage, in association with the project "Resurfacing and Safety Improvements to Mantua Grove Road, County Route 643 and Parkville Station Road, County Route 656 between Imperial Way and 2,000' Southeast of County Route 551, in the Township of West Deptford, Gloucester County" in the amount of \$29,457.45. This Project entailed milling and resurfacing with 2 1/2" of HMA surface course along portions of County Route 643, Mantua Grove Rd. Road and County Route 656 Parkville Station Rd. in the Township of West Deptford between Imperial Way and 2,000' Southeast of County Route 551. The project also included the installation new long life traffic stripes, raised pavement markers, along with the replacement of existing curb pieces with Eco Type heads and the installation of bicycle safe grates as needed. Areas of curb replacement were performed as needed. This project is 100% Federally Funded through the ARRA Stimulus Program as per Federal Project No. FS-B00S(999) ARRA Stimulus Project, Engineering Project #09-10FA.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46083 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2012 PLANNING WORK PROGRAM IN THE AMOUNT OF \$37,250.00.** This resolution authorizes the annual payment to the Delaware Valley Regional Planning Commission to cover Gloucester County's financial contribution to the operation of DVRPC as a member government. This amount covers the County's proportionate share of costs not covered by grants or other revenues. The payment assures a continuing comprehensive program of regional planning, highway and transit programming and technical assistance.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46084 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2011 FORD CROWN VICTORIA CARS BY THE COUNTY OF GLOUCESTER FROM DAY FORD INCORPORATED FOR USE BY THE SHERIFF'S DEPARTMENT FOR THE TOTAL AMOUNT OF \$107,836.00.**

Resolution authorizing the purchase of four (4) 2011 Ford Crown Victoria Cars for the Sheriff's Department in the amount of \$107,836.00, as per PD-001-054. Bid opening date was August 23, 2011, the lowest responsive and responsible bidder was Day Ford Incorporated, 3696 William Penn Highway, Monroeville, PA 15146. Will replace two (2) 2001 Crown Victoria Cars & two (2) 2002 Crown Victoria Cars.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder L. Wallace asked why \$4,000.00 over budget and how will we do this. Administrator Bruner and Treasurer Schwarz said it is left over from the previous year and from contingency.

**46085 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TEC ELEVATOR, INC., FOR THE FURNISHING OF FULL SERVICE ELEVATOR MAINTENANCE AND EMERGENCY SERVICE FOR THE COUNTY OF GLOUCESTER FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$85,000.00, FOR A TERM OF TWO YEARS FROM THE DATE OF THE AWARD OF THE CONTRACT WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR TERMS OR ONE (1) TWO YEAR TERM.**

A resolution to award a contract to TEC Elevator Inc., is scheduled for the October 5, 2011 Freeholder Agenda. This contract is for the furnishing of full service elevator maintenance and emergency service for the County of Gloucester. This service is necessary to keep all elevators within Gloucester County's buildings running properly to ensure passenger safety. The contract has a minimum dollar amount of zero and a maximum amount of \$85,000.00 for the term of two years with the option to extend for one (1) two year periods or two (2) one year extensions from the date of the award of the contract as per PD# 11-052.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**DEPUTY DIRECTOR W. WALLACE  
FREEHOLDER CHILA**

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

**FREEHOLDER CHILA  
FREEHOLDER DIMARCO**

**46086 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A CONTRACT WITH DM MEDICAL BILLING TO PROVIDE THIRD-PARTY EMS BILLING SERVICES ON BEHALF OF THE COUNTY, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$250,000.00, FOR THE PERIOD COMMENCING SEPTEMBER 18, 2011 AND TERMINATING SEPTEMBER 17, 2012.** As part of the regional EMS services, we bill insurance carriers and out of County residents in order to

recoup some operating costs. To that end, the Purchasing Department sent out an RFP 11-053 for said services. The award is based upon percentage of revenue generated being paid by the County. It has been recommended that we award this RFP to DM Medical Billing with offices located at 20 E. Taunton Road, Suite 500, Berlin, NJ. The vendor selected has extensive emsCharts interface and customization experience, offers unlimited on-site training of GCEMS staff members, is able to produce extensive reimbursement reports and provides evening customer service availability for patients. DM Medical Billing will bill the County 4.75% of the revenue generated. We estimate that the revenue generated could be as much as \$4.0 million. This contract shall be for one-year.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder L. Wallace pointed out that the resolution said 4.75% but the proposal says 4.95% and 4.75% in addition and contract said several different numbers. Administrator Bruner and A. Lovell (EMS) said it is 4.75%. A. Lovell said we have 4.75% in writing.

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR W. WALLACE**

**46087 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPROVE A CAPACITY ROSTER OF NEW JERSEY LICENSED CHILD CARE CENTERS IN GLOUCESTER COUNTY TO PROVIDE CHILD CARE SERVICES UNDER THE GUIDELINES OF THE NJ DIVISION OF FAMILY DEVELOPMENT, WITH AN EFFECTIVE DATE FROM OCTOBER 1, 2011 TO SEPTEMBER 30, 2012.** The Gloucester County Child Care Resource & Referral (CCR&R) and Human Services Advisory Council (HSAC) performed Request for Application (RFA) opportunity for licensed child care centers that are interested in accepting children who meet the State's income eligibility criteria for child care services. Families' eligible will need to be at or below 250% of the Federal Poverty Level based upon family size and annual income. Parents must also be working a minimum of 25 hours a week or be enrolled in an equivalent full-time school and/or training program or attend a combination of work, school and/or training. The purpose of the RFA is to create a capacity roster. The primary goals are to prioritize and provide affordable, accessible, and available quality child care to eligible families in Gloucester County.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					X
Chila			X		
DiMarco			X		
Simmons		X	X		
Nestore	X		X		
L. Wallace			X		

Comments: \_\_\_\_\_

**46088 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2012-14 COMPREHENSIVE PLAN AND AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, FAMILY COURT AND JUVENILE ACCOUNTABILITY BLOCK GRANT FUNDS TOTALING \$445,949.00.** The Gloucester County Youth Services Commission 2012 - 2014 Comprehensive Plan is a required document which plans services for Family Court involved youth and youth at-risk of involvement. It is what determines the services to be funded in 2012 and the following two years of the three-year funding cycle. Funding will be put out for competitive bid. Accompanying it is the CY12 Juvenile Justice Comprehensive County Funding Application. The total of the grant funds (not including FCIU which is being redirected to the JJC) is \$445,949.00. This includes:

- State/Community Partnership Grant (\$285,430). This grant provides programs for Family Court involved youth and includes seven funded services in prevention, disposition, and administrative funding. This is the same amount of funding we received last year.

- Family Court Grant (\$144,135). This grant provides programs for Family Court involved youth and includes four funded prevention, diversion and disposition services. This is the same amount of funding we received last year. The amount listed on the commitment letter for FCIU (\$136,675) is being redirected to the JJC in a separate resolution.
- Juvenile Accountability Block Grant (\$16,384) which includes a 10% match of \$1,638). This federal grant provides supplemental funding for youth programs in the county and a very small amount administrative funding. This grant is 21% smaller than last year's and may be cut entirely next year, depending on the federal budget.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46089 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO REDIRECT \$136,675.00 IN AWARDED FUNDS TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR THE PROVISION OF FAMILY CRISIS INTERVENTION UNIT SERVICES IN GLOUCESTER, CUMBERLAND, AND SALEM COUNTIES.** The purpose of this resolution is to redirect funding of \$136,675 received as part of the Family Court Services Grant to provide Family Crisis Intervention Unit (FCIU) services to Gloucester, Salem and Cumberland Counties. The money will be redirected to the grantor, the New Jersey Juvenile Justice Commission (JJJ), so that they can transfer it to the Department of Children and Families (DCF). It will be combined with the DCF funding for the Mobile Response and Stabilization Service (MRSS), and contracted to Robin's Nest for vicinage-wide services. This is the seventh year of this redirection of vicinage funding for FCIU services and there was a 1% reduction from last year's amount. Services will run from January 1, 2012 – December 31, 2012, and are provided for Vicinage XV by Robins Nest, Inc.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					X
Chila			X		
DiMarco			X		
Simmons		X	X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46090 RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS OF THE NEW JERSEY LOCAL PUBLIC CONTRACTS LAW UNDER N.J.S.A. 40A:11-4.1 ET SEQ. FOR THE PROCUREMENT OF JUVENILE JUSTICE AND YOUTH SERVICES IN REGARDS TO THE FAMILY COURT, STATE/COMMUNITY PARTNERSHIP AND JUVENILE ACCOUNTABILITY BLOCK (JABG) GRANTS.** The purpose of this resolution is request authorization to competitively contract for services for Family Court involved youth and youth at-risk of involvement. The funding is provided by the Juvenile Justice Commission Family Court, State/Community Partnership Grants and Juvenile Accountability Block Grant. This is a requirement of the grantor every three years, following the recommendations of the Comprehensive Youth Services Commission Plan for 2012-14. Services will include Prevention, Diversion and Dispositional Option programs, and will be provided to county youth.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER L. WALLACE  
FREEHOLDER DIMARCO**

**46091 RESOLUTION AUTHORIZING AN APPLICATION FOR LOWE'S CHARITABLE & EDUCATIONAL FOUNDATION'S 2011 PRIORITY COMMUNITY GRANT (LCEF) FOR THE GRANT PERIOD JANUARY 1, 2012 TO DECEMBER 31, 2012 IN AN AMOUNT TO BE DETERMINED BY THE GRANTOR.** Resolution authorizing the Freeholder Director and the Clerk of the Board to execute any and all documents necessary to apply to Lowe's Charitable & Educational Foundation 2011 Priority Community Grant (LCEF). Grant period January 1, 2012 and ending December 31, 2012, in an amount to be determined, for the purpose of educating the public, children and caregivers of children in child passenger safety. Specifically, child safety seats, booster seats and seatbelts. Assuring they are fitted properly and if need be, provide, new safety seats to protect our youth. Increase awareness and decrease statistics of injury and death amongst our children.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**46092 RESOLUTION TO AMEND THE TWO YEAR EXISTING CONTRACT WITH ASPLUNDH TREE EXPERTS CO. IN THE AMOUNT OF \$14,000.00 PER ANNUM.** This resolution authorizes an amendment to the contract with Asplundh Tree Expert Co for trimming and removal of trees on various county properties and right of ways. The term of the original two year contract is August 18, 2010 through August 17, 2012 at an amount not to exceed \$70,000.00 per year. The amendment would increase the contract by \$14,000.00 per year bringing the total contract amount to \$84,000.00 per contract year due to increased number of trees that needed to be trimmed and/or removed because of unusually harsh weather conditions occurring since the original contract was signed.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46093 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF WOOLWICH FOR LANDSCAPE DESIGN SERVICES COMMENCING OCTOBER 5, 2011 AND TERMINATING ON OR BEFORE OCTOBER 4, 2012.** Resolution authorizing the execution of a shared Service Agreement made by and between the County of Gloucester and the Township of Woolwich is scheduled for the October 5, 2011 Freeholder Agenda. The township is requesting the services of the County's Landscape Architect Designer to assist in creating an outdoor reading garden project at Governor Charles Stratton School and any other possible project they may need assistance on. This shared services agreement is for a period of one year effective the date of the signed resolution.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila					X
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46094 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF ALFIO PATANE AND MARY T. PATANE, IN THE TOWNSHIP OF GREENWICH KNOWN AS BLOCK 252, LOT 2, CONSISTING OF APPROXIMATELY 124.660 ACRES, IN THE AMOUNT OF \$1,533,318.00 (CERTIFIED AT \$12,300.00 PER ACRE).** This resolution endorses the purchase of the development rights on another of the more than 20 farm parcels that the Office of Land Preservation is attempting to settle by the end of the year. This resolution deals with the items necessary in order to commence settlement on this property (signing of the agreement of sale, deed of easement, etc.). The property is eligible for a 60% reimbursement for the settlement costs from the State in the County's upcoming Farmland Preservation funding round. The property is immediately adjacent to more than 120-acres of previously preserved open space, and in close proximity to more than 400 acres of previously preserved farmland.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments:

- Anthony Garozza, Woolwich Township, asked about the bridge on Mill Road and if it is going to be replaced. Freeholder Damminger stated that the bridge will not be replaced with county money. He also stated if we get federal or state money then we will fix the bridge. Administrator Bruner said we are meeting with Woolwich Township and we are looking for state and federal funds. He stated that the county does not have the \$600k to \$1 million needed.
- Joe Garozza, Woolwich Township, said there was a problem that his 91 year old mother must contend with K-turn. He's never seen her so upset. They had police out to deter them from going down the road.
- Susan Previtero, Woolwich Township, said that it is a tragedy for the people who live on the lake. The property values have devalued and it looks like a junk yard.
- Catherine Garozza, Woolwich Township, said she had a bridge and a lake but now it is a mud hole. She is cut off and does not feel safe. The EMS said she would be safe, however, she does not feel that way. She wants a road and a lake.
- Mike Panatera, Woolwich Township, said this is an eyesore and asked the Freeholders to look at things.
- Lee Lucas, Gibbstown, asked if it was a county road and if not then why don't they go to the municipality. Director Damminger said it is not a county road but the county has maintained the bridge since 1915. Mr. Lucas then asked how much to build a bridge. Director Damminger stated \$600k to \$1 million.
- Kathleen Previtero, Woolwich Township, asked if the county is looking for money for the bridge. She said they are all stranded and left with 20 feet of nothing.
- Mr. Previtero, Woolwich Township, asked how much Oak Road cost.
- Tina Garozza said she called the Director's office and received a return call from Mr. White and she is not happy with the response. Director Damminger said we will work to replace the bridge.

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Adjournment 8:35pm

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**RECOGNIZING REVEREND EDMUND R. FARRELL, PASTOR  
40<sup>TH</sup> PASTORAL ANNIVERSARY – FIRST BAPTIST CHURCH OF HARRISONVILLE**

*WHEREAS, Reverend Edmund R. Farrell, a longtime Gloucester County resident was married to the late Charlene Smith and are the parents of four children, Marilyn, Edmund, Jr., Lesroy and Gloria; and*

*WHEREAS, Reverend Edmund R. Farrell has provided spiritual assistance guidance and leadership to First Baptist Church of Harrisonville which offers a variety of ministries serving the youth and adult community with programs for both men and women with a great emphasis on prayer and Christian education; and*

*WHEREAS, Reverend Edmund R. Farrell in addition to his pastoral duties has served as Associate Pastor at Bayside State Prison, a member of the Ministers' Conference of Woodbury and Vicinity, Chairman of the Trustee Board of Bethany Baptist Association, President and Vice Chairperson of the Ebenezer Baptist Missionary Union of South Jersey , various other organizations and as a recipient of numerous awards and honors for his community service; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr. , Heather Simmons, Larry Wallace, and Warren S. Wallace, do hereby recognize and congratulate Reverend Edmund R. Farrell on his 40<sup>th</sup> Pastoral Anniversary and First Baptist Church of Harrisonville for their ongoing spiritual guidance to our Gloucester County residents.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5<sup>th</sup> day of November, 2011.*

\_\_\_\_\_  
*Robert M. Damminger  
Freeholder Director*

\_\_\_\_\_  
*Warren S. Wallace  
Freeholder Deputy Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila  
Freeholder*

\_\_\_\_\_  
*Frank J. DiMarco  
Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore, Jr.  
Freeholder*

\_\_\_\_\_  
*Heather Simmons  
Freeholder*

\_\_\_\_\_  
*Larry Wallace  
Freeholder*

ATTEST:

\_\_\_\_\_  
*Robert N. DiLella, Clerk*

**RECOGNIZING THE ELLIOTT G. HEARD, JR. MEMORIAL FUND, INC.  
"UPSTREAM NAVIGATOR AWARDS"**

*WHEREAS, on Saturday, November 12, 2011, the Elliott G. Heard, Jr. Memorial Fund, Inc. will hold its 19<sup>th</sup> Annual Scholarship and Awards Luncheon in memory of the late Honorable Elliott G. Heard, Jr.; and*

*WHEREAS, the late Honorable Elliott G. Heard, Jr., Gloucester County's first African-American Superior Court judge who mentored many young attorneys in the South Jersey area and was a man whose life was dedicated to serving others. Judge Heard was married to Anita Glover Heard, current President of the Elliott G. Heard, Jr. Memorial Fund, Inc.; and*

*WHEREAS, the 2011 Upstream Navigator recipients are Mrs. Santina Haldeman– Education and Community Service Award; Mr. Benjamin Coates – Community Service Award; Mrs. Edith Alston – Public and Community Service; and Mrs. Di Ann Butler Posthumously for a lifetime of Public and Community Service; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr. , Heather Simmons, Larry Wallace, and Warren S. Wallace, do hereby recognize and honor the Elliott G. Heard, Jr. Memorial Fund Committee in its role to perpetuate the late Honorable Elliott G. Heard's genuine concern for others through providing scholarships for deserving law students and paying homage to individuals whose lives parallel that of Judge Heard in significant community service and congratulate the Upstream Navigator Award recipients; and*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12<sup>th</sup> day of November, 2011.*

\_\_\_\_\_  
*Robert M. Damminger  
Freeholder Director*

\_\_\_\_\_  
*Warren S. Wallace  
Freeholder Deputy Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila  
Freeholder*

\_\_\_\_\_  
*Frank J. DiMarco  
Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore, Jr.  
Freeholder*

\_\_\_\_\_  
*Heather Simmons  
Freeholder*

\_\_\_\_\_  
*Larry Wallace  
Freeholder*

ATTEST:

\_\_\_\_\_  
*Robert N. DiLella, Clerk*

P3

~ In Honor of ~  
**Cody A. Rinnier**  
**Achieving Rank of Eagle Scout**

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Cody Rinnier** on his achievements as a member of the Boy Scouts of America, Troop 59; and*

*WHEREAS, **Cody Rinnier** became a Cub Scout in the first grade, advancing to Tiger Cub, to Wolf, to Bear and then Webelos. As a Webelos he earned the Cub Scouts Arrow of Light; and*

*WHEREAS, in March 2004, **Cody** entered Troop 59. He advanced through the different ranks of scouting, first as a Scout on May 13, 2004, Tenderfoot on November 11, 2004, Second Class on May 26, 2005, First Class on September 28, 2006, Star on February 8, 2007, Life on September 23, 2009 and on August 25, 2011 distinguished himself by earning the "**Rank of Eagle Scout**" the highest award offered by the Boy Scouts of America; and*

*WHEREAS, **Cody Rinnier** has held numerous leadership positions in Scouting as a member of Troop 59, including, Quartermaster, Assistant Patrol Leader, Patrol Quartermaster, Patrol Leader, Instructor, Senior Patrol Leader; and*

*WHEREAS: **Cody Rinnier's** special achievements are the Arrow of Light, Low COPE, Totin Chit and he has earned Ordeal Honors in Order of the Arrow and Brotherhood Honors in Order of the Arrow; and*

*WHEREAS, **Cody Rinnier** has earned many Merit Badges during his Scouting including, Aviation, Backpacking, Camping, Canoeing, Carpentry, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Communications, Electricity, Emergency Preparations, Environmental Science, Family Life, Fingerprinting, First Aid, Fishing, Indian Lore Nuclear Science, Personal Fitness, Personal Management, Photography, Pulp and Paper, Sports, Swimming, Tracking, Traffic Safety and Wood Carving; and*

*WHEREAS, **Cody Rinnier** exhibited his commitment to public service by selecting as his Eagle Scout Project the construction of four handicap accessible picnic tables to the concession stand area for Thompson Park in East Greenwich Township in Mickleton, New Jersey. Tables are anchored near each side of the concession stands for use by the Township's residents during sporting events and community activities; and*

***NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby honor and recognize **Cody Rinnier** for his leadership, personal achievements and dedicated service to his community.*

*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 12<sup>th</sup> day of November, 2011.*

\_\_\_\_\_  
**Robert M. Damming**  
Freeholder Director

\_\_\_\_\_  
**Warren S. Wallace**  
Freeholder Deputy Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder

\_\_\_\_\_  
**Frank J. DiMarco**  
Freeholder

\_\_\_\_\_  
**Vincent H. Nestore, Jr.**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

Attest: \_\_\_\_\_  
**Robert N. DiLella, Clerk**

# WELCOME HOME

## Commander Shawn F. Cassidy

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Commander Shawn F. Cassidy**, from his deployment in Afghanistan. **Commander Cassidy** will be honored at the Yorktown Road Annual Neighborhood Block Party in Woolwich Township, New Jersey on Saturday, October 22, 2011; and

WHEREAS, **Commander Cassidy** is a 1985 graduate of Salesianum High School in Wilmington Delaware. After graduation **Commander Cassidy** enlisted in the United States Navy and has seen combat service in Operation Desert Storm, Desert Shield and Operation Enduring Freedom; and

WHEREAS, while deployed in Afghanistan, **Commander Cassidy** was awarded the **Afghanistan Campaign Medal**, the **NATO Forces Medal**, the **Navy and Marine Corps Commendation Medal** and the **Navy Sea Service Deployment Ribbon**. **Commander Cassidy** has attained the **Fleet Marine Force Qualified Officer Designation**, signifying a Naval Officer's achieved level of excellence and proficiency in Marine Corps operations; and

WHEREAS, **Commander Cassidy** is married to Vivian and together they have two daughters Grace and Madelyn. He is the son of Arthur and Miriam Cassidy; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Commander Cassidy** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace **are honored to welcome home Commander Shawn F. Cassidy and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

**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 22<sup>nd</sup> day of October, 2011.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Warren S. Wallace  
Freeholder Deputy Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Liaison

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

**Recognizing  
~Cecelia F. Watkins~  
State President, Ladies Auxiliary, Department of New Jersey  
Veterans of Foreign Wars**

*WHEREAS, the Officers and Members of District 13, Veterans of Foreign Wars Ladies Auxiliary will be holding a Brunch in honor of their State President, Cecelia F. Watkins on Saturday, November 5, 2011 at 10:00 am at the CPL. L.E. Jones VFW Post 2174 in Westville Grove; and*

*WHEREAS, Cecelia Watkins became a member of the Ladies Auxiliary Veterans of Foreign Wars, Clarence Hall VFW Post 1297 in 1986. Cecelia's eligibility for membership derives from her late husband Harry H. Watkins who served in the United States Army. Cecelia has risen to every occasion, she held the office of Secretary and advanced through the various Chairs to President which office she held for eight years. She also held Chairmanships for Americanism, Community Service and Instituted a Junior Girls Unit in 1991. In 2008, Post 1297 closed and Cecelia transferred to VFW Post 8003 Auxiliary in Lawnside, New Jersey; and*

*WHEREAS, at the District Level, Cecelia served as Junior Vice President, Senior Vice President and as District 7 President for five terms. Cecelia also was National Home Chairman, Special Project Chairman, Community Service Chairman, and Publicity Chairman. She received the Second Place Award for Outstanding District President at the Department Convention, twice received and the Publicity Award for the most effective promotions in 2006; and*

*WHEREAS, at the Department Level, Cecelia was elected the Department Guard at the State Convention in June 2006, served as the Southern Area Voice of Democracy Chairman, National Home Chairman in 2000 and 2001 and Hospital Chairman in 2008. She also received a National Certificate of Recognition in 2000 and 2<sup>nd</sup> Place Recognition in 2002; and*

*WHEREAS, Cecelia is also a Member of the Woman's Auxiliary to the Military Order of the Cootie, the Honor Degree of the VFW. Cecelia has served as Auxiliary President to Auxiliary 59 in Brown Mills, President of the Grand Auxiliary, President of the Grand of NJ and Grand Treasurer; and*

*WHEREAS, Cecelia has chosen for her special project with the Auxiliary, Heart Disease in Women – Deborah Heart and Lung Center and her theme is "Serving Veterans with Pride, Honor and Patriotism"; and*

*WHEREAS, Cecelia has three sons, Lee, Richard and Tyrone Gordon and two granddaughters Nya Cecelia and Madison Lee Gordon; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby recognize Cecelia F. Watkins for her outstanding and long time service to our countries' Veterans of Foreign Wars.*

*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 5<sup>th</sup> day of November, 2011.*

\_\_\_\_\_  
*Robert M. Damming*  
Freeholder Director

\_\_\_\_\_  
*Warren S. Wallace*  
Freeholder Deputy Director

\_\_\_\_\_  
*Giuseppe (Joe) Chila*  
Freeholder Liaison

\_\_\_\_\_  
*Frank J. DiMarco*  
Freeholder

\_\_\_\_\_  
*Vincent H. Nestore, Jr.*  
Freeholder

\_\_\_\_\_  
*Heather Simmons*  
Freeholder

\_\_\_\_\_  
*Larry Wallace*  
Freeholder

Attest:  
\_\_\_\_\_  
*Robert N. DiLella, Clerk*

PLU

**Recognizing  
~ Gwendolyn Rankin ~  
National President  
Ladies Auxiliary Veterans of Foreign Wars**

*WHEREAS, the Department of New Jersey Ladies Auxiliary will be hosting a State Luncheon in honor of their National President, Gwendolyn Rankin on Sunday, October 9, 2011 at 1:00pm at the Armistice VFW Post 1616 in Williamstown, New Jersey, as it is the first time ever a National President of the Auxiliary has visited a Gloucester County VFW Post; and*

*WHEREAS, the Gloucester County Board of Chosen Freeholders are proud to honor and recognize President Rankin as a leader and visionary who is taking the Ladies Auxiliary VFW well into the future in progress and with the goal "to hold each other accountable to do the work of (the Ladies Auxiliary) – doing it KINDLY and with COMPASSION"; and*

*WHEREAS, Gwendolyn Rankin, who was born in Hawaii, is a Life Member of Mission Santa Clara Auxiliary 3982. Gwendolyn's eligibility for membership derives from her husband Rick, who served in the United States Army in Vietnam from 1964-1966; and*

*WHEREAS, Gwendolyn served as President of her Auxiliary, the Santa Clara Council and District 12, earning her the Outstanding Department President Award during her 2003-2004 term; and*

*WHEREAS, on the National Level, Gwendolyn served as Western States Conference Chairman for the Membership Program and was named Outstanding Conference Chairman; and*

*WHEREAS, Gwendolyn Rankin has set as her Presidential term theme as "Step Up – Leave No Veteran Behind" Remember, Be Proud and Give Thanks" for what our service men and women have done and sacrificed for us, which demonstrates her lifelong commitment and dedication to our veterans; and*

*WHEREAS, Gwendolyn has also been Director for the Cancer Aid & Research Program and a VAWS Deputy Representative and hospital volunteer; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby recognize and thank Gwendolyn Rankin for her outstanding and long time service to our countries' Veterans of Foreign Wars.*

*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 9<sup>th</sup> day of October, 2011.*

\_\_\_\_\_  
*Robert M. Damming  
Freeholder Director*

\_\_\_\_\_  
*Warren S. Wallace  
Freeholder Deputy Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila  
Freeholder Liaison*

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*Frank J. DiMarco  
Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore, Jr.  
Freeholder*

\_\_\_\_\_  
*Heather Simmons  
Freeholder*

\_\_\_\_\_  
*Larry Wallace  
Freeholder*

*Attest:*  
\_\_\_\_\_  
*Robert N. DiLella, Clerk*

AI

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS  
THE STATUS OF AND POSSIBLE SETTLEMENT OF  
WORKERS' COMPENSATION CLAIMS CAPTIONED  
(A) JENINE ELLENA V. GLOUCESTER COUNTY  
Claim Petition Number 2010-11842;  
(B) BARBARA ROSS V. GLOUCESTER COUNTY  
Claim Petition Number 2010-32659;  
(C) MELINDA PIOTROWSKI V. GLOUCESTER COUNTY  
Claim Petition Number 2009-20749;  
(D) BRADD THOMPSON V. GLOUCESTER COUNTY  
Claim Petition Number 2011-2192**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *November 9, 2011*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of Workers' Compensation claims captioned Jenine Ellena v. Gloucester County, Claim Petition No. 2010-11842; Barbara Ross v. Gloucester County, Claim Petition No. 2010-32659; Melinda Piotrowski v. Gloucester County, Claim Petition No. 2009-20749; and, Bradd Thompson v. Gloucester County, Claim Petition No. 2011-2192.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE GLOUCESTER COUNTY 2011 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 2011 as follows:

- (1) The sum of **\$4,833.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Area Plan Grant, to be appropriated under the caption of the *New Jersey Department of Health and Senior Services Area Plan Grant - Other Expenses*;
- (2) The sum of **\$30,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant, to be appropriated under the caption of the *New Jersey Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant - Other Expenses*;
- (3) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund, to be appropriated under the caption of the *New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund- Other Expenses*;
- (4) The sum of **\$20,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Region Wide Transportation GIS System, to be appropriated under the caption of the *Delaware Valley Regional Planning Commission Region Wide Transportation GIS System - Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MERCURY CONSULTING GROUP – MCG, LLC TO PROVIDE CONSULTING SERVICES FOR A SECURE DATA INFRASTRUCTURE FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00 FOR THE PERIOD BEGINNING NOVEMBER 9, 2011 AND CONCLUDING NOVEMBER 8, 2012**

**WHEREAS**, through its various divisions of law enforcement, including the municipal police departments within its jurisdiction, Gloucester County necessarily must maintain computer assets regarding security and accessibility of National Center for Information of Crime (NCIC) data and pursuant to RFP# 011-049 sought proposals to provide consulting services to assure optimum performance and reliability of this security sensitive system; and

**WHEREAS**, the County requested proposals from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Mercury Consulting Group - MCG, LLC, with offices at 1141 Whitehall Road, Williamstown, NJ 08094 made the most advantageous proposal; and

**WHEREAS**, the contract shall be for an estimated units of service, for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00. 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. The continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget; and

**WHEREAS**, this contract has been awarded pursuant to Gloucester County’s fair and open procurement process, consistent with the terms and provisions of N.J.S. 19:44A-20.4.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Mercury Consulting Group - MCG, LLC, to provide consulting services for the County’s Secure Data Infrastructure for the period beginning November 9, 2011 and concluding November 8, 2012, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
MERCURY CONSULTING GROUP – MCG, LLC**

**THIS CONTRACT** is made effective this 9<sup>th</sup> day of November, 2011 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **MERCURY CONSULTING GROUP – MCG, LLC**, with offices at 1143 Whitehall Road, Williamstown, NJ 08094, hereinafter referred to as “**Vendor**”.

**RECITALS**

**WHEREAS**, through its various divisions of law enforcement, including the municipal police departments within its jurisdiction, Gloucester County necessarily must maintain computer assets regarding security and accessibility of National Center for Information of Crime (NCIC) data and pursuant to RFP# 011-049 sought proposals to provide consulting services to assure optimum performance and reliability of this security sensitive system; 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.** This Contract shall be effective for a period of one year commencing November 9, 2011 and concluding November 8, 2012.
2. **COMPENSATION.** This contract shall be for estimated units of service as set forth in the Summary of Bids identified as PD-11-049 which is incorporated by reference and made part of this Contract, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00, for the hourly rates set forth: \$136.00 an hour for Level 2 consulting services provided Monday through Friday 8:00 a.m. to 4:00 p.m. and \$185.00 an hour for Level 3 consulting services provided Monday through Friday 8:00 a.m. to 4:00 p.m. and \$225.00 an hour for services provided outside of business hours, onsite or offsite.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2011 is specifically conditioned upon approval of the 2012 Gloucester County Budget.

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

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 Vendor will provide consulting services for a secure data infrastructure for the unit prices set forth in specifications identified as PD-011-049, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies

shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-11-049, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this document, the specifications identified as PD-11-049, and the Vendor's bid package, all of which are referred to and incorporated herein. Should a conflict occur between this form of contract and the specifications, then the specifications shall prevail. If a conflict should occur between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 9<sup>th</sup> day of November, 2011.

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

**ATTEST:**

**THE COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**MERCURY CONSULTING GROUP – MCG,  
LLC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Please Print Name)**

A3



Mercury Consulting Group - MCG, LLC ° po box 1237  
williamstown, nj 08094 tel 888.886.6038 fax 856.210.0528

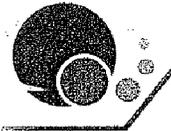
**CONTAINS CONFIDENTIAL GC NETWORK INFORMATION**

# **Detailed Response to County of Gloucester RFP # 011-049**

**REQUEST FOR PROPOSAL FOR MAINTENANCE AND DESIGN OF COMPUTER NETWORK ASSETS WITH  
REGARDS TO SECURITY AND ACCESSIBILITY OF NATIONAL CENTER FOR INFORMATION OF CRIME**

# **ORIGINAL**

A3



Mercury Consulting Group LLC • po box 1237  
williamstown, nj 08094 • tel 856.885.5785 • fax 856.201.0328

### Detailed Response to County of Gloucester RFP # 011-049

REQUEST FOR PROPOSAL FOR MAINTENANCE AND DESIGN OF COMPUTER NETWORK ASSETS WITH  
REGARDS TO SECURITY AND ACCESSIBILITY OF NATIONAL CENTER FOR INFORMATION OF CRIME

#### Rate table

Hourly rate will be \$136.00 an hour for Level 2 consulting services provided Monday through Friday 8:00 A.M. To 4:00 P.M. and \$185.00 an hour for Level 3 consulting services provided Monday through Friday 8:00 A.M. to 4:00 P.M. and \$225.00 an hour for services provided outside of business hours, onsite or offsite.

MCG, L.L.C. strives to train GC employees at every possible juncture so that they may maintain and continue to expand network components designed and initially implemented by MCG, L.L.C.

By William J. Mendez Manager Mendez date 7/28/11



**BASIS OF AWARD**  
(To be completed by County evaluation committee)

**RFP – 011-049 - Maintenance & Design of Network Assets (NCIC) – Mercury Consulting Group**

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. <b>Proposal contains all required checklist information</b> _____ 5 _____ points All required information submitted	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> Personnel exceed qualifications for required work. _____ 25 _____ points	24
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> Our current provider as well as providing similar tasks for other Counties and other Municipal entities. _____ 25 _____ points	24
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Plan thoroughly demonstrates specific knowledge for required work in the RFP. _____ 25 _____ points	24
E. <b>Reasonableness of Cost Proposal</b> 136.00 for level II consulting service 185.00 for level III consulting service 225.00 for hours outside of business hours _____ 20 _____ points	15
<b>TOTALS</b>	<b>92</b>

A4

**RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE CONTRACTS FROM AVAYA FOR HARDWARE FOR TELEPHONE SWITCHES LOCATED AT THE CLAYTON COMPLEX, SHADY LANE, COUNTY COURT HOUSE, BOARD OF ELECTIONS, BUDD BOULEVARD, ADULT PROBATION AND HEALTH DEPARTMENT THROUGH STATE CONTRACT NUMBER A42285 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE YEAR 2012**

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

**WHEREAS**, the County of Gloucester has a need to purchase hardware maintenance contracts for telephone switches at the Clayton Complex, Shady Lane, County Court House, Board of Elections, Budd Boulevard, Adult Probation, and the Health Department; and

**WHEREAS**, it has been determined that the County of Gloucester can purchase the said maintenance contracts from AVAYA for a contract amount not to exceed \$150,000.00 for the year 2012, through State Contract No. A42285; and

**WHEREAS**, the contract shall be for an estimated units of service, with a minimum contact amount of Zero and a maximum contract amount of \$150,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore no Certificate of Availability is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase hardware maintenance contracts for county telephone switches from AVAYA for a total amount not to exceed \$150,000.00 for the year 2012 through State Contract Number A42285; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

A5

**RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS & ASSOCIATES, INC., FOR THE PURCHASE OF SOFTWARE MAINTENANCE FOR THE YEAR 2012 FOR AN AMOUNT NOT TO EXCEED \$37,000.00 PURSUANT TO N.J.S.A. 40A:11-5DD**

**WHEREAS**, N.J.S.A. 40A:11-5DD permits the purchase of materials, supplies and equipment maintenance without the need for public bidding; and

**WHEREAS**, the County of Gloucester purchased a total financial application from Edmunds and Associates, Inc., in 2008 to replace the existing IBM hardware and HTE software for the County of Gloucester; and

**WHEREAS**, it has been determined that the County of Gloucester can purchase software maintenance for the above application for the year 2012 for an amount not to exceed \$37,000.00 from Edmunds & Associates, Inc., pursuant to N.J.S.A. 40A:11-5DD; and

**WHEREAS**, the contract shall be for an estimated units of service, with a minimum contact amount of Zero and a maximum contract amount of \$37,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore no Certificate of Availability is required at this time; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk are hereby authorized to execute the contract with Edmunds & Associates, Inc., for a maximum contract amount of \$37,000.00 for the year 2012; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
EDMUNDS AND ASSOCIATES, INC.**

**THIS CONTRACT** is made effective the 1st day of January, 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EDMUNDS AND ASSOCIATES, INC.**, with offices at 301 A Tilton Road, Northfield, NJ 08225 hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the software maintenance of the County's installed Edmunds and Associates, Inc., financial application; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; 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 Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The contract shall be for the period of one year from January 1, 2012 through December 31, 2012.
2. **COMPENSATION**. This contract shall be for estimated units of service for a minimum contract amount of zero and a maximum contract amount of \$37,000.00.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document within 30 days upon date 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.

3. **DUTIES OF PARTIES.** The specific duties of the Parties shall be as set forth in the Vendor's invoice, which along with the terms and conditions attached thereto, is incorporated and made a part of this Contract. Should a conflict occur between this form of contract and Vendor's invoice, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's renewal documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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. 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 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.

C. 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.

D. 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.

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

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

**8. INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

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

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

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

18. **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.

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

20. **CONTRACT PARTS.** This Contract consists of this Contract document and Vendor's proposal to provide software maintenance/support as identified on an invoice and including any terms and conditions contained therein, and any specifications issued by the County. Should there occur a conflict between this form of contract and the specifications issued by the County and Vendor's proposal, identified as the invoice, then this contract shall prevail.

**THIS CONTRACT** is effective as of the 1st day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**EDMUNDS AND ASSOCIATES, INC.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

ALP

Paul Drake  
518 Woodbury Lake Road  
Deptford, NJ 08096

May 19, 2011

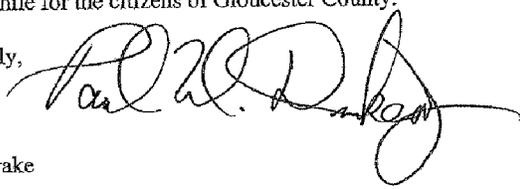
Board of Freeholders  
Gloucester County

Dear Freeholders,

Due to family needs and obligations I am rescinding my membership in the Gloucester County CIACC effective as of June 1, 2011.

I appreciate the opportunity that I have been given and hope that my services have proved worthwhile for the citizens of Gloucester County.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Drake", with a large, stylized flourish extending to the right.

Paul Drake

B1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH  
GLOUCESTER COUNTY COLLEGE TO PROVIDE WORKPLACE LITERACY  
PROGRAMS FROM JULY 1, 2011 THROUGH JUNE 30, 2012 FOR A MAXIMUM  
CONTRACT AMOUNT OF \$80,000.00**

**WHEREAS**, the Gloucester County College has the resources and expertise to provide adult literacy/GED services to the residents of the county; and

**WHEREAS**, the County of Gloucester recognizes an advantage in enhancing the educational opportunities for its citizens and accordingly seeks to enter into an agreement with Gloucester County College in order to continue these services; and

**WHEREAS**, the term of this Agreement shall be for a period of one year effective July 1, 2011 and ending June 30, 2012, for a minimum contract amount of Zero and a maximum contract amount of \$80,000.00; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into agreement for the provision of shared services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Gloucester County College (GCC) to effectuate the hereinabove purposes, for a minimum contract amount of Zero and a maximum contract amount of \$80,000 for the period commencing July 1, 2011 and concluding June 30, 2012.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

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**SHARED SERVICES AGREEMENT**

**By and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**GLOUCESTER COUNTY COLLEGE  
AS THE OPERATING AGENCY OF  
THE ONE-STOP LEARNING LINK & ADULT LITERACY PROGRAMS**

**Dated: NOVEMBER 9, 2011**

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## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated \_\_\_\_\_, 2011, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey (referred to as "County") and the GLOUCESTER COUNTY COLLEGE (referred to as "Local Unit"); and

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### RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at One N. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County College ("Local Unit") is a corporation of the State of New Jersey with office located at 1400 Tanyard Road, Sewell, New Jersey, 08080;
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve adults with low literacy, adult basic educational needs or require a New Jersey High School Diploma (GED);
4. The Local Unit has the capability of serving as the Operating Agency of the Learning Link facility at the Gloucester County One-Stop Career Center and the Learning Link at the GCC to pay Local Unit for expenditures related to the development and implementation of said Learning Links;
5. N.J.S.A. 40:A.65-1 et sq. specifically provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services;

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

### AGREEMENT

#### A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the provision of services at Gloucester County College and the Thorofare One-Stop Career Center for adult literacy services within the County of Gloucester.

#### B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Workforce Learning Links located at the One-Stop Career Center and at the Gloucester County College with satellite programs at the County Correctional facility and St. Matthew's Community Center in Williamstown, NJ.

2. Comply with all requirements, terms, and conditions as set forth in Attachments A through annexed hereto.
3. Meet the minimum expected performance outcomes as described in **Attachment A, Article VI**, goals/performance criteria.
4. Meet the expected level of service of 88 adults.

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**C. PAYMENT.**

County agrees to compensate the Local Unit in the amount not to exceed **\$80,000** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10<sup>th</sup> of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes as described in **Attachment A**.

**D. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing July 1, 2011 and terminating June 30, 2012. This agreement may be extended an additional two (2) years at the option of the County.

Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

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

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

**F. INDEMNIFICATION OF COUNTY.**

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with

regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

(i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

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

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

#### **H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

**I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

#### **J. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of July 1, 2011, which shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

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

ATTEST:

GLOUCESTER COUNTY COLLEGE

\_\_\_\_\_  
By: **Frederick Keating**  
Title: **Interim President**

## STATEMENT OF WORK

Gloucester County College (GCC) will assist in the coordination of literacy services and will deliver services to the One-Stop Learning Link and the Learning Link at the College together with satellite programs funded by the WIB at the County Jail and St. Matthew's Community Center in Williamstown, NJ. The College presently receives funding from the Department of Labor and Workforce Development WIA Title II A and Gloucester County Economic Development - Workforce Investment Board. GCC will provide ABE, ESL, GED, life skills, and computer literacy activities to WIA participants, and residents who are eligible under the LWD Workforce Learning Link (WLL) guidelines. GCC subcontracts with Literacy Volunteers of America, local school districts and faith-based organizations to facilitate the outreach and provide services for participants with low literacy or in need of ESL.

The GED Instructor/Testing services, funded by the State to the WIB, will occur at least 4 (four) times per year with retest dates to be determined. On an as needed basis, testing will occur at the Correctional facility and the Gloucester County Institute of Technology along with GED testing at the Thorofare One-Stop Career Center. In order to evaluate GED test participations, names and social security numbers of all those tested will be sent to the One-Stop MIS Coordinator on a monthly basis.

Those clients who have completed the GED test will be contacted by the WLL Counselor or One-Stop designee, to verify passing test and to re-evaluate employment/career goals. (See Administrative Instructions)

As part of this contract, Gloucester County College will provide GED Preparation classes at the County Correctional Facility located at 70 Hunter Street, Woodbury in the Multi-purpose Room – located on the 2<sup>nd</sup> floor. These services will be at the male facility 1:30 – 4:30 on Tuesdays and Thursdays with entrance testing on Fridays. The Instructor will conduct initial assessment and post testing using TABE 9/10 at the site. ABE/GED workbooks will be supplied by GCC or the WIB. There will be a maximum of ten (10) inmates per class with 16 weeks per session and three (3) sessions per year. The Instructor and Education Coordinator will follow the administrative instructions as outlined in this contract. The Education Coordinator will act as the WLL Counselor while client is still incarcerated and will refer client to the WLL Counselor/One-Stop upon release. The WLL along with a designee will contact the ex-offender to follow through with activities as outlined in their employability/exit plan.

The Adult Literacy classes at St. Matthews will be Monday-Thursday 9:00 am until 2:30 pm. Classes will be held 20 hours per week. Learning Link customers will be referred to the St. Matthew's site by the LL Counselor or One-Stop Staff. St. Matthew's Community Center has agreed to supply classroom space; however, all necessary materials must be supplied by Gloucester County College. The ABE/GED classes at St. Matthew's are not WEB based but provide customers with opportunities to utilize software appropriate to gain basic computer skills and Pre GED practice. The instructor at St. Matthew's Community center must have same responsibilities as the LL instructors at GCC and the One-Stop.

#### **Administrative Instructions**

##### **I. PURPOSE**

The purpose of the Workforce Learning Link Administrative Instructions is to transmit policy, procedures, and reporting guidelines for serving customers in the Workforce Learning Link (WLL).

## **II. BACKGROUND**

The WLL was established in July 2001 as a "Second Chance System" to ensure that every New Jersey resident has the ability to upgrade the basic skills needed to enter the workforce. The law redirects a portion of the employer and employee contribution from the Unemployment Compensation Fund to the Supplemental Workforce Administrative Fund for Basic Skills. The funds will be used to upgrade basic skills at centers for Workforce Literacy operated through the One-Stop Career Center (OSCC).

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## **III. STATEMENT OF GOALS**

The primary goal of the WLL is to assist eligible customers to secure or improve employment, attain a level of self-sufficiency, and ultimately enrich their lives through career advancement and life-long learning.

- ▶ The WLL Program will follow the National Reporting System for Adult Education (NRS) measures and provide appropriate educational functioning level services in:
  - Low Intermediate Basic Education and above including Reading, Math, and Communications (Attachment 1)
  - Basic GED preparation
  - Basic computer literacy
  - High intermediate English as a Second Language and above (Attachment 1)
  - Skill upgrade
  
- ▶ The program will provide overall readiness to:
  - Enter the workforce
  - Further career opportunities
  - Advance to higher education
  - Enhance already acquired skills

## **IV. CUSTOMER FLOW**

In order for customers to receive appropriate services, it is recommended that all participating agencies adhere to the procedures outlined below to ensure that the WLL is used as a tool to enhance all eligible customers' opportunities of securing or improving employment opportunities. (Attachment 2)

### **CUSTOMER ELIGIBILITY REQUIREMENTS**

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- ▶ All WLL customers:
  - Must be legally eligible to work in the United States
  - Must demonstrate a need for basic skills enhancement
  - Must identify an attainable goal and/or outcome
  - Must have minimum of a 4<sup>th</sup> grade reading level
  - Should be able to perform learning tasks within a 3 to 6 month timeframe
  - Should attend a minimum of 15 hours per week for ABE and GED
  - Should attend a minimum of 10 hours per week for basic computer literacy
  
- ▶ Prior to enrollment, a WLL customer should register for a Career Beacon Workshop or other pre-employment workshop/class, if applicable, and must:
  - Attend a group or one-on-one orientation (i.e. Reemployment, TANF, GA, etc.)

- Have an appropriate WLL Referral Form from the referring agency (Attachment 3)
  - Meet with a WLL Counselor for a full needs assessment, Employability Plan (EP) and Employment Counseling Statement
  - Supply TABE or BEST Plus scores (if less than 6 months) or register for testing
  - Register with America's Job Exchange on [www.wnjpin.net](http://www.wnjpin.net)
  - Complete a WLL Enrollment Form (Attachment 4)
  - Complete the recommended Statement of Goals Form (Attachment 5)
  - Read and sign the WLL Agreement (Attachment 6)
- 

#### REFERRALS OF CUSTOMERS

- ▶ Outreach and referrals made to the WLL may come from the following:
  - One-Stop Career Center
  - Work First Group Job Search Workshop
  - County Welfare Agencies (CWA)
  - Career Beacon Workshops
  - Trade Readjustment Act (TRA)
  - Project Reemployment Opportunity Systems (PROS)
  - Community colleges
  - Corrections and probation programs
  - Housing authorities
  - Community and faith-based organizations
  - Division of Vocational Rehabilitation Services (DVRS)
  - Other county and local entities

#### ASSESSMENT

- ▶ Each customer must meet with a WLL Counselor for a full needs assessment and development of an Employability Plan (EP). The WLL Counselor must complete an Employment Counseling Statement or its equivalent and determine customer eligibility.
  - ▶ The following factors should be used to conduct the assessment:
    - Goal(s)
    - Level of education
    - Test Scores: reading and math
    - Computer literacy
    - Self-assessment
    - Work history
    - Work readiness
- 

#### EMPLOYABILITY PLAN

- ▶ The EP or its equivalent Individual Responsibility Plan (IRP) or Individual Service Strategy (ISS), together with the Client Intake Form, is a formal agreement between the customer and the counselor to assist the individual to maximize his/her employment opportunities. The EP should be reviewed and updated periodically to reflect changes in the customer's interests and goals. An electronic and paper copy should be maintained.
- ▶ The EP should include the following:
  - Personal background data
  - Short and long term attainable employment and educational goals

- Barriers to reaching goals
  - Service Strategy Plan outlining an appropriate course of action
  - Test scores
  - Financial aid sources
  - Log of contacts and follow-up activities
- ▶ Upon completion, the customer must sign the EP indicating awareness of his/her responsibilities. Non-adherence to the EP may result in termination of WLL services and may adversely affect Public Assistance or Unemployment Insurance (UI) benefits.
- ▶ After completion, the WLL Counselor must enter and Individual Employment (IEP) activity on America's One-Stop Operating System (AOSOS).

**V. TESTING**

All customers must be tested prior to acceptance into the WLL Program. Referring agencies should make every effort to ensure customers are tested prior to referral. All test scores administered through referring agencies will be accepted provided testing was completed within the past 6 months. It is the responsibility of the WLL Counselor to review test scores, update records on AOSOS, schedule literacy testing, and make referrals to the WLL or other cooperating agencies.

To assess learning gains, each customer should be re-tested after 4 weeks or 100 hours of attendance or at the discretion of WLL staff. Once the test scores are obtained, the WLL Counselor must meet with the customer to review the test results and overall progress. Modifications to the EP and Employment Counseling Statement should be made accordingly. If test scores are too low, the customer must be referred out for more intensive literacy assistance. The test results and summary of the progress meeting will become part of the customer file.

- ▶ The following tests have been approved:

	CUSTOMERS WITHOUT LANGUAGE BARRIERS	CUSTOMERS WITH LANGUAGE BARRIERS
Pre & Post	TABE PC 9/10	BEST Plus TABE CLAS-e

**Note:** Customers pre-tested on other versions of the TABE will be re-tested on TABE PC 9/10 after completing 100 hours of participation or at the discretion of WLL staff.

**VI. PERFORMANCE MEASURES**

It is important for customers in the WLL to raise their educational levels and work towards an increase of one NRS Level per 100 hours of instruction; however, a positive outcome or success in the WLL will require entering employment, vocational training, or further education. A positive outcome for employed participants would be a promotion or wage increase.

**The proposed prescribed local goals and objectives are as follows:**

**Local Goal 1:** To enable adults to acquire the skills necessary to improve their literacy skill levels in reading, writing, and speaking the English language, numeracy, computing, problem-solving, English language

acquisition, and other literacy skills. Applicants must serve clients in the following literacy levels by addressing the following objectives.

**Local Objective 1.1:** By June 2012, at least **35% or more** of Low Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

**Local Objective 1.2:** By June 2012, at least **34% or more** of High Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

**Local Objective 1.3:** By June 2012, at least **39% or more** of High Intermediate ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

**Local Objective 1.4:** By June 2012, at least **34% or more** of Advanced ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

**Local Objective 1.5:** By June 2012, at least **40% or more** of Low Adult Secondary Education enrollees will acquire (validated by standardized assessment) the level of basic skills needed to complete the level.

**Local Goal 2:** To provide adults with sufficient basic education to enable them to benefit from placement in, retention in, or completion of, post-secondary education, training, unsubsidized employment, or career advancement. Programs must address each objective.

**Local Objective 2.1:** By June 2012, at least **30% or more** of adult learners with a goal of advanced education will enroll in post-secondary education or training.

**Local Objective 2.2:** By June 2012, at least **40% or more** of relevant adult learners not employed at enrollment (and in the workforce) will obtain unsubsidized employment.

**Local Objective 2.3:** By June 2012, at least **59% or more** of the relevant adult enrollment will retain unsubsidized employment in the third quarter after the program exit quarter.

**Note: Relevant adult enrollment is defined as:**

- a. Those enrolled adults employed at program entry with a job retention goal.
- b. Those enrolled adults employed at program entry with an employment goal who obtained employment by the end of the first quarter after exit quarter.

**Local Goal 3:** To provide adults with educational opportunities so they may receive a secondary school diploma or its recognized equivalent. Programs must address this objective.

**Local Objective 3.1:** By June 2012, at least **31% or more** of adults with a high school completion goal will earn a high school diploma or recognized equivalent.

## **VII. ADMINISTRATIVE PROCEDURES**

### **ENROLLMENT REQUIREMENTS**

- ▶ Prior to referral to the WLL, the **WLL Counselor** must verify that the customer registered for a Career Beacon Workshop or other pre-employment workshop/class, if applicable, and has
  - Attended a group or one-on-one orientation (i.e. Reemployment, TANF, GA, etc.)
  - Met with the WLL Counselor for a full needs assessment, EP and Employment Counseling Statement or its equivalent
  - Supplied TABE or BEST Plus scores (less than 6 months) or registered for testing
  - Registered with America's Job Exchange on [www.wnjpjn.net](http://www.wnjpjn.net)
  - Completed a WLL Enrollment Form

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- Completed the recommended Statement of Goals Form
- Received an overview of the WLL Program
- Read and signed a copy of the WLL Agreement
  
- ▶ Once the customer reports to the WLL, the **WLL Instructor** must:
  - Provide an overview of the WLL Program
  - Ensure that Client Intake Form was completed
  - Review the customers goals, educational levels, and work history
  - Assess the level of computer literacy
  - Discuss any barriers to successful program completion
  - Provide a computer and software program demonstration
  - Explain WLL procedures including rules, hours, and attendance
  - Develop a schedule and program based on the customers needs

**CUSTOMER FILES**

- ▶ Each Customer in the WLL must have an individual file folder, which will include his/her records. Both the WLL Counselor and WLL Instructor are responsible for maintaining up-to-date records and files.
  
- ▶ Each WLL customer file must include the following:

WLL COUNSELOR	WLL INSTRUCTOR
<ul style="list-style-type: none"> <li>▪ Referral forms from cooperating agencies</li> <li>▪ Employment Counseling Statement</li> <li>▪ EP</li> <li>▪ WLL Enrollment Form</li> <li>▪ Statement of Goals</li> <li>▪ Signed WLL Agreement</li> <li>▪ Test Scores</li> </ul>	<ul style="list-style-type: none"> <li>▪ WLL Client Intake Form</li> <li>▪ Statement of Goals</li> <li>▪ Signed WLL Agreement</li> <li>▪ Test Scores</li> <li>▪ Progress Reports</li> <li>▪ Attendance Records</li> <li>▪ Job Referrals</li> </ul>
<ul style="list-style-type: none"> <li>▪ TANF, GA and FS Records</li> <li>▪ Job referrals</li> <li>▪ Return to work information</li> <li>▪ Training and school information</li> <li>▪ UI Form: WD-24 (See page 16 for details)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Return to work information</li> <li>▪ Training and school information</li> </ul>

**DATA ENTRY REQUIREMENTS**

- ▶ All WLL customers must be registered in AOSOS. Work First customers must be entered after the first day of attendance and all other customers must be entered by the third day. The enrollment date entered is the first day of attendance in the WLL Program. NOTE: The WLL

Counselor is responsible for entering enrollment data, unless the one-Stop Operator has established alternatives for ensuring data entry.

- ▶ Although a record may already exist in AOSOS, it is important to verify the accuracy of the information and update as needed.
- ▶ WLL staff must provide WLL customers with continuing activities. These activities must be entered into AOSOS on the date provided. Important: The implementation of Common Measures has reinforced the need for all WLL customers to receive a reportable service and/or activity, in addition to WLL, at least every 90 days. Without a reportable service, and/or activity, a WLL customer will be exited from AOSOS for Common Measures reporting purposes. The WLL counselor must ensure that a reportable service, and/or activity is provided and recorded in AOSOS for all customers continuing in the WLL program.

Continuing activities may include:

- Counseling
  - Job Search Workshop
  - Specific Labor Market Information
  - Career Guidance
  - Job Search Planning
  - Resume Preparation Assistance
- ▶ All entries into AOSOS must be quality controlled to ensure data is valid and reliable. The information entered is used to generate monthly AOSOS status reports. These reports are reviewed by New Jersey Department of Labor and Workforce Development (LWD) Administrative Staff and are used to evaluate program success and future funding. It is imperative that entered data and generated reports are checked periodically for accuracy.
  - ▶ Access to AOSOS is restricted. To protect the confidentiality of customers served, only staff with appropriate clearance by LWD may enter information into the database.

#### DAILY ACTIVITY

- ▶ Hours of operation should be consistent with the hours of operation of the OSCC/ WLL. Nights and/or weekend hours are appropriate if the site has that flexibility. It is recommended that all customers spend a minimum of 3 hours per day in the WLL in order to achieve planned goals. Daily activities will be governed by the software packages used in each site as well as the individual's needs.
- ▶ **Hours of Operation:**
  - Monday through Friday 8:30 am to 4:00 pm
  - Night and/or weekend hours optional
- ▶ **Hours of Instruction:**
  - ABE and GED: Minimum of 15 hours of instruction per week
  - Basic Computer Literacy: Minimum of 10 hours of instruction per week
- ▶ **Lunch Hour:**
  - WLL sites must remain open
  - Staff coverage must be provided

▶ **Holidays**

- The OSCC business calendar should be followed for observance of State and Federal holidays.

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**TRACKING AND ATTENDANCE**

- ▶ Regular attendance is vital to the success of the WLL customer. It is the responsibility of the WLL Instructor to make sure all customers complete daily attendance logs and to closely monitor customer participation. If a customer has 3 unexcused absences, he/she should be referred to the WLL Counselor for reassessment. The WLL Counselor must address the attendance issue and recommend continuation or removal from the WLL Program. (Attachment 9)
- ▶ If the enrollee is a Work First customer, the WLL Instructor must closely monitor attendance and fax records to the "To-Work" Case Manager on a bi-weekly basis. Work First customers who have 3 unexcused absences or fail to complete their required weekly hours are in non-compliance and are subject to removal from the WLL Program. All non-compliance information must be forwarded to the "To-Work" Case Manager via an Interagency Information Report (1-A) and entered into AOSOS.

**JOB PLACEMENT**

- ▶ The ultimate goal of the WLL is to assist the customer in securing employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the WLL should make every effort to assist WLL customers in reaching their goal.
- ▶ WLL staff should assist the WLL customer by:
  - Providing updated job postings
  - Informing WLL customers of upcoming positive recruitments and job fairs
  - Providing assistance with resume, cover letter, and interview preparation
  - Instructing WLL customers on networking and Internet job search techniques
- ▶ As soon as a customer obtains employment, full- or part-time, WLL staff must:
  - Obtain employment information including the name, address, and telephone number of the employer, job title, start date, hours, salary and contact person
  - Document the WLL customer's paper file
  - Enter the employment data into AOSOS:
    - If full-time: Exit and terminate the WLL customer
    - If part-time: Allow the WLL customer to continue with the program and enter data after program completion
- ▶ Important: Employment information will not be posted or credited correctly in the WLL-001 Report until an EXIT date and reason are recorded in AOSOS. WLL staff has 180 days from program end date to obtain and enter employment data.

**ADDITIONAL TRAINING**

- ▶ The WLL Program will assist the customer to improve their educational level. Customers may be referred to the WLL Program to achieve the skill level required for entry into certification, vocational or higher education programs. All staff assigned to the WLL should make every effort to assist these WLL customers in reaching their educational goals.
- ▶ As soon as a customer enters an educational program WLL staff must:
  - Obtain training data including the name, address and telephone number of the school, course of study, start date, end date, hours, and contact person.
  - Document the WLL customer's paper file
  - Enter the training data into AOSOS:
    - If full or part-time: Exit and terminate the WLL customer
- ▶ Important: Educational data will not be posted or credited correctly in the WLL-001 Report until an **EXIT** date and reason are recorded in AOSOS. WLL staff has 180 days from program end date to obtain and enter educational data.

**FOLLOW-UP**

- ▶ The implementation of Common Measures has reinforced the need for all WLL customers to receive a reportable service and/or activity, in addition to WLL, at least every 90 days. Without a reportable service and/or activity, a WLL customer will be exited from AOSOS for Common Measures reporting purposes. The WLL counselor must ensure that a reportable service and/or activity is provided and recorded in AOSOS for all customers continuing in the WLL program.

Follow-up activities may include:

- Job Search Planning
- Career Guidance
- Specific Labor Market Information

- ▶ Program completers must be contacted every 30 days to determine their status of employment and/or training. WLL staff must contact WLL customers every 30, 60, 90, 120, and 150 days until they are exited from the WLL Program. Follow-up procedures may be done by letter, postcard, telephone, AOSOS correspondence and/or email. (Attachment 10)

**VIII. STAFFING NEEDS**

Each WLL site should have a minimum of two staff members including a full-time Instructor and a LWD Certified Counselor. LWD will provide full-time counseling staff to work in the WLL sites in each WIB area. Counselors funded by LWD must concentrate their time on WLL activities. Additional staff such as a teacher assistant and clerical staff is optional. The WLL follows the LWD calendar so it is important that all LWD staff member be willing to work a 12-month cycle.

- ▶ All WLL staff should be:

- |             |                      |                               |
|-------------|----------------------|-------------------------------|
| ▪ Motivated | ▪ Patient            | ▪ Be able to communicate well |
| ▪ Creative  | ▪ Self-starter       | ▪ Computer Literate           |
| ▪ Empathic  | ▪ Able to multi-task | ▪ Able to troubleshoot        |

**WLL INSTRUCTOR**

- ▶ **Responsibilities**

- Instructs customers on the utilization of computer-based literacy programs
- Builds lessons and curriculum designed to target individual needs
- Works with customers in a group and individual setting

- Have knowledge of computer-based programs and troubleshooting procedures
- Maintains attendance records and customer files
- Monitors progress and prepares status reports
- Administers tests
- Corresponds with program counselors and cooperating agencies

► **Qualifications**

- Graduation from an accredited college or university with a Bachelor's degree
- Teacher certification preferred

► **Experience**

- One (1) year of professional experience in education with emphasis on teaching, curriculum, training, and program development
- Must be computer literate
- Able to work a 12-month cycle based on the OSCC business calendar

Note: Effective July 1, 2005, all new hires must meet to the above requirements. Individuals hired prior to July 1, 2005 will retain their present position with existing credentials.

**WLL COUNSELOR**

► **Responsibilities**

- Provides employment counseling to customers who present problems related to occupational choice, change, or adjustment.
- Develops, reviews and revises Employment Counseling Statements and EP
- Determines program eligibility
- Discusses employment barriers and establishes attainable goals
- Explains program objectives, rules and procedures
- Collaborates with program instructors and referring agencies
- Evaluates progress to ensure customer goals are being met
- Assists with resume, cover letter and interviewing preparation
- Develops positive job leads
- Makes referrals to cooperating agencies
- Ensures follow-up activities are provided and recorded in AOSOS

**IX. GENERAL PRACTICES**

**LEARNING LINK SET-UP**

- Effective July 1, 2005 all software applications installed on WLL computers must be tested and approved by the New Jersey Department of Labor & Workforce Development – Division of Information and Technology (DIT) and NJN. All unauthorized software programs are subject to removal.

**COMPUTER SET-UP**

- While the design of the room will depend upon its own shape and size, and the number of computers, it is recommended that all future WLL sites be setup in a U-shaped formation with computers around the outside of the room. This configuration allows the instructor to see all computer monitors and provides ample space in the center of the room to place a table for group study.

## WORKSPACE

- ▶ Ideally, there should be a minimum of 36 inches for each workspace to allow room for the computer, speakers, and mouse. A keyboard tray with mouse holder helps with ergonomics and allows the remaining desk space to be utilized for customer workbooks. Cubicles allow for some privacy, but may seem claustrophobic if not large enough. Chairs should be adjustable for height. Each customer should have headphones for working on the self-paced programs. Sufficient lighting, proper room temperature, and cleanliness all add to the comfort of the site. **Food and drink are not allowed in the WLL. A sign reflecting this policy must be posted.** Motivational and educational poster, an EFF Wheel, pictures, and WLL rules and guidelines should be posted on the walls.
- ▶ Special accommodations for customers with disabilities should be made to provide equal access to all customers. This includes wider aisles, larger monitors, adaptive software (JAWS/Zoom Text), and adjustable tables.

## ADDITIONAL EQUIPMENT

- ▶ In addition to computers, workstations, and chairs, the following materials may also be necessary:

▪ Printer	▪ White/black board	▪ Worktable
▪ Fax/scanner	▪ Telephone	▪ Bookcase
▪ Bulletin board	▪ Television	▪ Secured file cabinet
▪ Easel & flip chart	▪ VCR/DVD combo	▪ Resource books

## RESOURCE MATERIALS

- ▶ While workbooks are available for the Workplace Essentials Skills and GED, other resource materials may be provided as well. These may include:
  - New Jersey Occupational Outlook Handbook
  - Resume writing books
  - Economic outlook handbooks
  - Self-help guides
  - Newspapers

**TIMES AND LOCATIONS OF PROGRAM OPERATION**

Site Location	Day or Evening	Program	Time	Days	Hrs Per Week	Weeks Per Year
Gloucester County College	Day	ABE (TANF ABE)	8:30 am - 4:00 pm	Mon - Friday	35	51
Gloucester County College	Day	GED (TANF)	8:30 am - 4:00 pm	Mon - Friday	35	51
Gloucester County College	Day	ESL (TANF)	9 am - 2:30 pm	Mon - Thurs	20	51
GCIT	Evening	ABE	6:00 - 9:00 pm	Tues - Thurs	9	36
GCIT	Evening	GED	6:00 - 9:00 pm	Tues - Thurs	9	36
GCIT	Evening	ESL	6:00 - 9:00 pm	Tues & Thurs	6	36
St. Matthews	Day	ABE/GED	9 am - 2:30 pm	Mon - Thurs	20	51
Thorofare	Day	ABE/GED	8:30 am - 4:00 pm	Mon - Friday	35	51
Gloucester County Correctional Facility-Woodbury	Day	ABE/GED	1:30-4:30 pm	Mon & Wed	6	51
Glassboro High School	Evening	ESL	6:00 - 9:00 pm	Tues & Thurs	6	28
Williamstown Middle School	Evening	ESL	6:00 - 9:00 pm	Tues & Thurs Or Mon/Wed	6	28

GLOUCESTER COUNTY COLLEGE WORKFORCE LEARNING LINK BUDGET

WLL Budget - 7/1/11 - 6/30/12

Salary & Fringe		
Barbara Walker- Thorofare	Full-time - Nov 2011-June 2012	31,426.65
Fica	7.65%	2,404.14
Worker's Comp	0.285%	89.57
Pension	3.55%	1,115.65
Health Benefits - NJ Direct 15 MS		10,277.52
Dental - 83.27 per month		666.16
<b>Sub-Total Salary &amp; Fringe - Walker</b>		<b>45,979.69</b>
Valerie Corry- Jail	9 wks (7/1/11 -8/31/11) x 20 hrs / wk x 24.36 / hr	4,384.80
	41 wks (9/1/11-6/30/12) x 10 hrs / wk x 24.36 / hr	9,987.60
		14,372.40
Fica	7.65%	1,099.49
Worker's Comp	0.285%	40.96
<b>Sub-Total Salary &amp; Fringe - Corry</b>		<b>15,512.85</b>
Ernestine Paul- St Matts	50 wks x 10 hrs / wk x 24.36 / hr	12,180.00
Fica	7.65%	931.77
Worker's Comp	0.285%	34.71
<b>Sub-Total Salary &amp; Fringe - Paul</b>		<b>13,146.48</b>
<b>Total Salary &amp; Fringe</b>		<b>74,639.02</b>
<b>Supplies</b>		
General Supplies		1,360.98

GED Testing Supplies

4,000.00

**Total Supplies**

**5,360.98**

**Total**

**80,000.00**

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: \_\_\_\_\_ Report for Month Ending \_\_\_\_\_

Period of Agreement \_\_\_\_\_

Agreement No: \_\_\_\_\_ Type of Report: Interim \_\_\_\_\_ Final \_\_\_\_\_

Cumulative Funds received	\$ _____	Clients Served to date	_____
Adjustments	\$ _____	Clients Served this month	_____
Total	\$ _____	Cumulative Served	_____

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
<del>Fringe Benefits</del>	<del>\$ _____</del>	<del>\$ _____</del>	<del>\$ _____</del>	<del>\$ _____</del>
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Client Intake Form  
Agency Name: \_\_\_\_\_

Attachment D  
Instructor: \_\_\_\_\_

WIA Title II/WLL Project Student Enrollment Data      Date enrolled:    /    /

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Social Security # \_\_\_\_\_ Phone # \_\_\_\_\_ Alt. # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you have a H.S. diploma or its equivalent?     Yes     No

Program:     Adult Ed

ABE     ESL     GED

**KEYWORD = WLL**

Date of Birth:    /    /      Age \_\_\_\_\_      Gender     M     F

\*Please answer *both* the Ethnicity *and* the Race questions below.

**Ethnicity: choose only one**

**Race: choose one or more**

No, Hispanic/Latino       American Indian or Alaskan Native     Native Hawaiian or Pacific Islander  
 Yes, Hispanic/Latino       Black or African American       Asian       White

**Status on Entry:**

<input type="checkbox"/> Employed – full time	<input type="checkbox"/> Public assistance	<input type="checkbox"/> Immigrant	<input type="checkbox"/> Certificate of Non-Enrollment (Ages 16-21)
<input type="checkbox"/> Employed – part time	<input type="checkbox"/> Homeless	<input type="checkbox"/> U.S. Citizen	<input type="checkbox"/> Parental Consent (Under Age 18)
<input type="checkbox"/> Unemployed	<input type="checkbox"/> Low income	<input type="checkbox"/> U.S. Veteran	
<input type="checkbox"/> Not looking for work	<input type="checkbox"/> Dislocated Worker	<input type="checkbox"/> F1 Visa	
<input type="checkbox"/> Unavailable for work	<input type="checkbox"/> Displaced Homemaker	<input type="checkbox"/> Disabled	
<input type="checkbox"/> Retired	<input type="checkbox"/> Single Parent or Guardian	<input type="checkbox"/> Learning Disability	

**ESL students:**

Entered Country on    /    /  
 Do you plan to stay in the USA?  
 Have you studied English before?  
 U.S. Citizenship Preparation?

**Would you like to:**

Improve Writing       Learn Culture  
 Improve Speaking  
 Improve Reading  
 Improve Listening

**What is your Primary Goal? (check only one)**

To get a job\*       To obtain a H.S. diploma\*  
 To retain a job\*       To enter college\*  
 To obtain a GED\*       To enter other training\*

**What is your Secondary Goal? (if applicable, check one)**

To get a job\*     To obtain a H.S. diploma\*     Increase involvement in your child's education  
 To retain a job\*     To enter college\*     Increase involvement in your community  
 To obtain a GED\*     To enter other training\*     Leave public assistance

**Assessment: (staff use only)**

Test \_\_\_\_\_ Test Date    /    /      Form \_\_\_\_\_ Level \_\_\_\_\_

Scores \_\_\_\_\_

Entered into MIS:    /    /      Initials \_\_\_\_\_

Basic Computer Literacy Skills Assessment

Name \_\_\_\_\_

Pre-Assessment		Post Assessment	
Date		Date	
yes	no	Yes	no

**Computer Skills**

- Identify computer hardware (monitor, keyboard, mouse, printer)
- Turn on/off computer, monitor, printer
- Use a mouse
- Use a keyboard
- Identify parts of a window (title bar, icon, name, sizing buttons )
- Identify menu/tool bar
- Use the mouse to select menu/tool bar items
- Name and rename a document
- Resize windows
- Recognize floppy & CD-ROM disks
- Change drives from hard to floppy to CD-ROM
- Know meaning of hourglass
- Open a desktop (icon)software program
- Open a program using START menu
- Use a software program and navigate menus
- Successfully exit a program
- Minimize/maximize open programs
- Select appropriate software for a task
- Understand the difference between a program and a document
- Use help screens in software programs

**Word Processing Skills**

- Create/save/save as a new document
- Open/close a document
- Use drop down menus and tool bars
- Use undo and redo functions
- Use mouse/arrow keys to navigate on a page
- Correct errors using backspace and delete
- Select text
- Cut/paste
- Change font size and color
- Format text (bold, italics, justify, etc)
- Set margins
- Use spell check/grammar check
- Print document

**Internet Skills**

- Practice responsible use of technology (societal,ethical,cultural)
- Recognize a URL

Type a URL in address box  
Use back/forward buttons  
Locate and click on links on a web page  
Use a search engine (e.g. google, yahoo, altavista )  
Scroll through "hits" and search  
Print a Web page  
Access and utilize WNJPIN  
Understand e-mail  
Send/receive e-mail

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**Assessment of AGE teachers and Their Teaching**

Name of Teacher \_\_\_\_\_

Site \_\_\_\_\_

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1    2    3    4    5  
Not helpful                      Actively helpful  
Example or comments:

6. Is his/her speech adequate for teaching?

1    2    3    4    5  
Unintelligible                      Good  
Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1    2    3    4    5  
Unaware                              Responsive  
Example or comments:

7. Does she/he respect students?

1    2    3    4    5  
Does not respect                      Respects  
Example or comments:

3. Is she/he flexible?

1    2    3    4    5  
Rigid                                      Flexible  
Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1    2    3    4    5  
Never                                      Frequently  
Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

1    2    3    4    5  
Unfair                                      Fair  
Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1    2    3    4    5  
Unenthusiastic                      Enthusiastic  
Example or comments:

5. Is she/he fair and impartial in her/his dealings with the students?

1    2    3    4    5  
Unfair                                      Fair  
Example or comments:

10. Does he/she use enough examples or illustrations to clarify the material?

1    2    3    4    5  
None                                      Many  
Example or comments:

11. Does the instruction in this program develop  
in an organized fashion?

1    2    3    4    5  
Disorganized                      Well Organized  
Example or comments:

13. Are his/her classes interesting?

1 2    3    4    5  
Dull                                      Stimulating  
Example or comments:

14. Does he/she stimulate thinking?

1    2    3    4    5  
Dull                                      Stimulating  
Example or comments:

15. Considering everything, how would  
you rate this teacher?

1    2    3    4    5  
Poor                                      Excellent  
Example or comments:

---

### Characteristics of the Program

1. Are the objectives of the program clear?

1    2    3    4    5  
Unclear  
Example or Comments:

4. How would you rate the contributions  
of the textbooks to the program?

1    2    3    4    5  
Clear                      Poor                      Excellent  
Example or comments:

2. Is the amount of work received appropriate  
for your expectations?

1    2    3    4    5  
Too much                      Too little  
Example or comments:

5. Considering all of the above qualities  
which are applicable (including others  
that you added), how would you rate this  
course?

1    2    3    4    5  
Poor                                      Excellent

If you have any additional comments to  
make about the course or the teacher, please  
make them at the bottom of this page.

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3. Are the daily evaluation procedures fair?

1    2    3    4    5  
Unfair                                      Fair  
Example or comments:

6. Are the assessment tests used for  
placement fair?

1    2    3    4    5  
Unfair                                      Fair  
Example or comments:

**SIGNATURE PAGE**

I certify that:

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1. I am the official of the Contractor authorized to sign this Agreement.
2. The Contractor agrees to comply with terms of this Contract.
3. This Contractor has reviewed the information in this Contract.
4. This Contractor understands that the Family Literacy Program will follow the Literacy Plan submitted by the Gloucester County Workforce Investment Board and approved by the New Jersey State Employment & Training Commission.
5. This Contractor agrees to follow the Workplace Literacy Program Administrative Instructions (to be provided by the Sponsor) established by the State of New Jersey.
6. This Contract has been accepted by the Contractor and its Executive Officers, Board Members, Administrators and any and all other appropriate Contractor Officials.
7. As a condition to the award of financial assistance under the Workforce Investment Act the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of August 1998 and with all applicable requirements imposed by or pursuant to all Federal non-discrimination laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of the assurance.

In Witness Whereof, the Sponsor and the Contractor have executed this Contract.

**APPROVED FOR THE SPONSOR**

**APPROVED FOR THE CONTRACTOR**

---

**Robert M. Damminger, Freeholder Director**

---

**Frederick Keating, Interim President**

**WITNESS:**

---

**Robert N. DiLella  
Clerk of the Board**

B2

**RESOLUTION AUTHORIZING THE EXTENSION OF A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE ALTERNATIVE WORK EXPERIENCE PROGRAM (AWEP) SERVICES FROM NOVEMBER 1, 2011 THROUGH NOVEMBER 30, 2011**

**WHEREAS**, the County of Gloucester, through the Gloucester County Department of Economic Development, Workforce Investment Board, provides adult literacy/GED Alternative Work Experience Program (AWEP) services to the Work First New Jersey (WFNJ) population through an agreement with Gloucester County College; and

**WHEREAS**, a contract was entered into with Gloucester County College on November 1, 2010 through October 31, 2011 to provide said services; and

**WHEREAS**, the County wishes to extend the contract for an additional one (1) month starting November 1, 2011 and ending November 30, 2011 at no additional cost to the County.

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

1. The County of Gloucester hereby authorizes the extension of a Shared Services Agreement with Gloucester County College, under the terms and conditions set forth in the attached written agreement;
2. The Freeholder Director and Clerk of the Board of Chosen Freeholders or their designees are hereby authorized to execute any and all documents necessary in order to effectuate the purpose of the written Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B2

**ADDENDUM TO EXTEND A CONTRACT  
BETWEEN  
GLOUCESTER COUNTY COLLEGE  
AND  
THE COUNTY OF GLOUCESTER**

**THIS** is an addendum to a **CONTRACT** entered into on the 1<sup>st</sup> day of November 1, 2011, by and between **Gloucester County College** with offices at 1400 Tanyard Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**", and the **County of Gloucester** hereinafter referred to as "**County**".

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

**The Contract is amended because the Contractor needs one (1) additional month; November 1, 2011 until November 30, 2011, in order to expend the balance of the funding. This funding stream has been obligated, but not expended. With one (1) additional month, funding will be fully expended. There is no additional cost to the County incurred by this extension.**

All other terms and provisions of the contract and conditionals set forth herein that are consistent with this addendum and State requirements, shall remain in full force and effect.

This amendment is effective as of the 1<sup>st</sup> day of November, 2011.

**ATTEST:**

**COUNTY OF GLOUCESTER**

**ROBERT N. DI LELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**GLOUCESTER COUNTY COLLEGE**

\_\_\_\_\_

**FREDERICK KEATING,  
INTERIM SUPERINTENDENT**

**RESOLUTION AUTHORIZING JURISDICTIONAL AGREEMENT #4710 BETWEEN THE COUNTY OF GLOUCESTER AND THE STATE OF NEW JERSEY REGARDING A PART OF ROUTE 322 WITHIN THE COUNTY**

**WHEREAS**, the State of New Jersey Department of Transportation (hereinafter "NJDOT") has requested that a Jurisdictional Agreement (hereinafter "Agreement #4710") be entered between the County of Gloucester (hereinafter the "County") and the State of New Jersey (hereinafter "State"), which would allocate the jurisdictional responsibilities for highway maintenance and control between the County and the State with reference to certain appurtenances and locations which are along or intersect Route 322 within the County; and

**WHEREAS**, a map outlining the said jurisdictional limits (hereinafter "Jurisdictional Map") of each have been reviewed and approved by the County.

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

1. The hereinabove referenced Agreement #4710 outlining the jurisdictional responsibilities for highway maintenance and control by the County and the State regarding Route 322 within the County, which is attached hereto, is approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Agreement #4710 for the aforementioned purposes for and on behalf of the County of Gloucester.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

B3

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT # 4710

ROUTE U.S. 322 -- RACCOON CREEK

GLOUCESTER COUNTY

THIS JURISDICTIONAL AGREEMENT, made this \_\_\_\_\_ day of Two Thousand and Eleven, 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 State plans to make improvements to Route U.S. 322; and

WHEREAS, the improvements will include the Mullica Hill Pond Dam; and

WHEREAS, Route U.S. 322 is a County roadway; and

WHEREAS, in order to prevent future legal or maintenance problems in these areas, it is necessary that the County and the State 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, in consideration of the mutual covenants contained herein, the County and the State agree as follows:

FIRST, the County agrees to:

- a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas as shown with single line hatching on a map entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 322, RACCOON CREEK BRIDGE / MULLICA HILL POND DAM, TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER, SCALE: AS INDICATED," which map is appended hereto and made hereof.
- b) Assume or retain jurisdiction for maintenance of drainage, except for twin 48-inch diameter pipes and junction structure, upon completion of construction and final acceptance by the State, as indicated on said map.

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on the said maps.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT # 4710

ROUTE U.S. 322 -- RACCOON CREEK

GLOUCESTER COUNTY

- (b) Assume or retain jurisdiction for structural maintenance and inspection of bridge, concrete and sheet pile retaining walls, and spillway, as indicated on said map.
- (c) Assume or retain jurisdiction for maintenance of basin, upon completion of construction and final acceptance by the State, as indicated on said map.
- (d) Assume or retain jurisdiction for maintenance of twin 48-inch diameter pipes and junction structure, upon completion of construction and final acceptance by the State, as indicated on said map.

THIRD, both the County and the State agree that:

- (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 private driveways involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, and upon completion of construction and final acceptance of the State, any provisions of this agreement shall control. Any remainder of prior agreement will continue in full force and effect.
- (c) Maintenance of drainage is defined as upkeep of the drainage system and includes, but is not limited to, removal of accumulated debris, refuse, sediment, ice and snow from inlets, pipes, fences, and outfall structures.
- (d) Maintenance of the basin is defined as upkeep of the basin and includes, but is not limited to, upkeep of the slopes, crest, landscaping, mowing, and removal of debris and sediment.
- (e) "Structural Maintenance of the Bridge and Spillway" is defined as work done on a structure to preserve or restore its structural integrity. Major components of the bridge structure which may require structural maintenance consist of the superstructure, deck, substructure, and concrete and sheet pile retaining walls (including approach slabs and embankment), along with all safety related elements such as guiderail, guiderail attachments, fence and barrier curb. Major components of the spillway structure which may require structural maintenance consist of the ogee weir, outlet channel, training walls, sluice gate, and fish ladder.

NEW JERSEY DEPARTMENT OF TRANSPORTATION

JURISDICTIONAL AGREEMENT # 4710

ROUTE U.S. 322 – RACCOON CREEK

**GLOUCESTER COUNTY**

- (f) "Inspection of the Bridge and Spillway" is defined as a regularly scheduled physical inspection consisting of observations and/or measurements needed to determine the physical and functional condition of the bridge and spillway, to identify any changes from initial or previously recorded conditions, and to ensure that the structures continue to satisfy present service requirements.
  
- (g) 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 # 4710  
ROUTE U.S. 322 -- RACCOON CREEK  
GLOUCESTER COUNTY

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

THE BOARD OF CHOSEN FREEHOLDERS  
OF GLOUCESTER COUNTY

Attested/Witnessed/Affix Seal

\_\_\_\_\_  
James N. Hogan, County Clerk

By: \_\_\_\_\_  
Chad M. Bruner, County Administrator

THE STATE OF NEW JERSEY

Attested/Witnessed/Affix Seal

\_\_\_\_\_  
Jacqueline Trausi,  
Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_  
Richard T. Hammer, Assistant Commissioner  
Capital Program Management

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

This Agreement has been reviewed and approved  
as to form:

Paula T. Dow, Attorney General of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

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

SAMPLE RESOLUTION

WHEREAS, the State of New Jersey Department of Transportation has requested that an Agreement be entered between the (City, Township, Borough or County) of \_\_\_\_\_ and the State of New Jersey, which would allocate the Jurisdictional responsibilities for highway maintenance and control between the (City, Township, Borough or County) of \_\_\_\_\_ and the State of New Jersey with reference to certain intersections of Route \_\_\_\_\_ and streets within the (City, Township, Borough or County) of \_\_\_\_\_; and

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the (City, Township, Borough or County).

NOW, THEREFORE, BE IT RESOLVED, by the (Mayor/Director and the Board Council) of the (City, Township, Borough or County) of \_\_\_\_\_ that the Mayor or Director \*(MAYOR'S OR DIRECTOR'S NAME) and Clerk \*(CLERK'S OR SECRETARY'S NAME), are hereby authorized to execute the Agreement between the (City, Township, Borough or County) and the State of New Jersey.

\_\_\_\_\_  
Clerk's or Secretary's Name

\_\_\_\_\_  
Mayor's or Director's Name

OFFICIAL SEAL

NOTE: The above form is acceptable to the Attorney General's office and close conformity with it will lessen delays caused by the necessity to resubmit a new Resolution.

\*FULL NAME OF MAYOR OR DIRECTOR AND CLERK OR SECRETARY ARE TO BE INSERTED IN THIS SPACE.

53



State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
Governor

JAMES S. SIMPSON  
Commissioner

KIM GUADAGNO  
Lt. Governor  
September 13, 2011

RECEIVED  
SEP 28 2011  
ADMINISTRATION

Mr. Chad M. Bruner  
County Administrator  
Gloucester County  
2 South Broad Street  
P.O. Box 337  
Woodbury, NJ 08096

Re: Jurisdictional Agreement #4710  
Route 322 Raccoon Creek Bridge / Mullica Hill Pond Dam  
Harrison Township, Gloucester County  
Jurisdictional Agreements and Maps

Dear Mr. Bruner:

Enclosed please find three copies of the revised Agreement, which will allocate the jurisdiction for highway maintenance and control between the Gloucester County and the State of New Jersey. The agreement has been revised to address comments made by Mr. David Lubelski, Assistant County Engineer.

If you find all matters in conformance with your understandings, kindly have all three documents signed, sealed, attested, and returned (Attention: Mike Kasbekar, Project Manager) together with appropriate sealed Resolution (see enclosed sample) naming the County Administrator and County Clerk and authorizing them to enter into and bind the Gloucester County to the Agreement.

The Agreement will be fully executed when signed and dated by the State and one copy will be returned for your files.

If you have any questions concerning the Agreement or Resolution, please contact me at 609-530-6627.

Sincerely,

Mike Kasbekar, P.E.  
Project Manager  
Division of Project Management



B4

**RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$12,000.00**

**WHEREAS**, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Emergency Repair to Bridge 5-J-6, County Route 635, Lambs Road over Mantua Creek at Bethel Mill Lake in the Township of Mantua, Gloucester County", Project #11-09FA(27) (hereinafter the "Project") was made by the County on October 18, 2011 to NuPump Corporation, Inc. (hereinafter "NuPump"); and

**WHEREAS**, the said contract was exempt from public bidding, as it was required for an imminent traffic emergency resulting from Hurricane Irene storm damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

**WHEREAS**, County Engineer Vincent M. Voltaggio notified Peter Mercanti, County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

**WHEREAS**, the County received quotes for the emergency work to be performed, and upon evaluation, concluded that NuPump, with an office address of P.O. Box 157, Malaga, NJ 08328 made the most advantageous quote for the provision of the emergency construction services required for the Project for a maximum contract amount of \$12,000.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$12,000.00, pursuant to C.A.F. #11-09561, which amount shall be charged against budget line item 1-01-20-165-001-20217.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to NuPump, pursuant to, and in accordance with, the Emergency Provisions for the Project be, and hereby is, confirmed and approved; and

**BE IT FURTHER RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with Nupump for the Project in the amount not to exceed TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00), per the prices submitted in NuPump's quote, and subject to all conditions and requirements of the specifications for the Project issued by the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 09, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B4

**COUNTY OF GLOUCESTER  
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Engineering  
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 08/28/2011 thru Present  
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:  
Damage / debris and or silt from Hurricane Irene has caused a blockage of the sluice gate on the dam at Bethel Mill Lake in Mantua Township. This blockage has prevented the lowering of the lake.

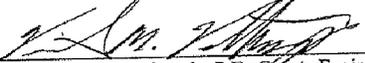
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

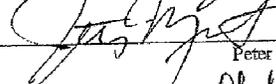
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.  
The damage/ debris caused by the Hurricane has blocked the sluice gate rendering the gate useless. We are unable to lower the lake. This is required in the event of further heavy rainfall and to perform the emergency repairs require to other area of the dam damaged by the storms. The inability to lower the lake creates the danger.

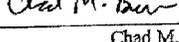
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 8,000.00

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD  DATE 09/30/2011  
Vincent M. Voltaggio, P.E., County Engineer

PURCHASING DIRECTOR   
Peter Mercanti

APPROVED BY COUNTY ADMINISTRATOR   
Chad M. Bruner

R1-10104

11-09FA(101,14) <sup>BH</sup> 05-J-06  
CR635 Lambs Rd over Mantua Creek  
@ Bethel Mill Lake



NuPump  
P.O. Box 157  
Mabaga, NJ 08328  
P. 856-356-7000  
F. 856-694-2268

<b>To:</b>	County Of Gloucester	<b>Contact:</b>	VINCENT M. VOLTAGGIO
<b>Address:</b>	2 South Broad Street, 2nd Floor Woodbury, NJ 08096 USA	<b>Phone:</b>	N/A
		<b>Fax:</b>	N/A
<b>Project Name:</b>	Bethel Mill Dam Low Level Discharge Obstruction Removal	<b>Bid Number:</b>	
<b>Project Location:</b>	Gloucester County, NJ	<b>Bid Date:</b>	10/6/2011

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Dive Crew	2.00	DY	\$4,000.00	\$8,000.00
			<b>Total Base Bid Price:</b>	<b>\$8,000.00</b>
<b>As Needed</b>				
Overtime	1.00	HR	\$700.00	\$700.00

**Notes:**

- The work is anticipated to take 1 to 2 days.
- Overtime rate shall apply to any billable hours worked in excess of 8 consecutive hours per workday Monday through Friday.
- Any equipment needed to aid the removal of the unknown obstructions such as underwater chainsaws or burning equipment maybe charged as extra and will be determined on an as-needed basis.
- Permission to access any private property that will be necessary for our operations is to be provided by others, in writing, prior to the start of work.
- Applying for and obtaining all necessary permits will be the responsibility of others.
- All maintenance and control of traffic necessary for our operations is to be provided by others.
- This proposal is valid for 30 calendar days.

**Payment Terms:**

Payment terms are 30 days net upon credit approval.  
Notice 1.5 % per month service charge on all accounts past due after 30 days. Equal to 18 % annual rate.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>NuPump Corporation</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> James S. Streit 856-350-7002 james@numpump.com</p>
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B5

**RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO JPC GROUP, INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$1,453,440.00**

**WHEREAS**, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester", Project #11-09FA(101) (hereinafter the "Project") was made by the County on October 19, 2011 to JPC Group, Inc. (hereinafter "JPC"); and

**WHEREAS**, the said contract was exempt from public bidding, as it was required for an imminent traffic emergency resulting from Hurricane Irene storm damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

**WHEREAS**, County Engineer Vincent M. Voltaggio notified Peter Mercanti, County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

**WHEREAS**, the County received three (3) quotes for the emergency work to be performed, and upon evaluation, concluded that JPC, with an office address of 228 Barnsboro-Blackwood Road, Blackwood, NJ 08012 made the most advantageous quote for the provision of the emergency construction services required for the Project for a maximum contract amount of \$1,453,440.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds for the Project in the amount of \$1,453,440.00, pursuant to C.A.F. #11-09655, which amount shall be charged against budget line item 1-01-20-165-001-20217.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to JPC, pursuant to, and in accordance with, the Emergency Provisions for the Project be, and hereby is, confirmed and approved; and

**BE IT FURTHER RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with JPC for the Project in the amount not to exceed ONE MILLION FOUR HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,453,440.00), per the prices submitted in JPC's quote, and subject to all conditions and requirements of the specifications for the Project issued by the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 09, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Office of the County Engineer  
 County of Gloucester  
 Emergency Center for Seawater Contaminants in Various Municipalities in the County of Gloucester  
 Emergency Quote Date: October 19, 2011  
 Engineering Project #11-09FA(101)

SUMMARY OF QUOTES



SPECIFICATION NO. 11-09FA(101)

Item No.	Unit	Description	Approx. Quantity	Quote 1 of 4 requested JPC Group, Inc. 228 Blackwood-Barnboro Road Blackwood, NJ 08012 Joseph Peronigallo, President P 856.235.0400 F 856.232.1243 jpc@jpcgroupinc.com	Quote 2 of 4 requested R. E. Pierson Construction Co., Inc. 426 Swedensboro Road Phillips Grove, NJ 08098 Robert L. Baccala, Vice President P 853.769.8244 F 856.769.5830 reb@repierson.com	Quote 3 of 4 requested DeBacco & Blacorn, Inc. 715 Old White Horse Pike Aico, NJ 08004 Frank Blacorn, Vice President P 856.769.8909 F 856.753.0093 frankblacorn@comcast.net	Quote 4 of 4 requested Diseoff Construction 807 N. Babylon Pike Spring House, PA 19477 * non-responsive P 215.628.4600 F 215.628.0776				
Item No.	Unit	Description	Quantity	Amount	Price	Amount	Price	Amount	Price	Amount	Price
1	LS	Clearing Silt (Entire Project)	1	\$350,000.00	\$350,000.00	\$300,000.00	\$300,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00
2	SF	Construction Signs	834	\$60.00	\$50,040.00	\$10.00	\$8,340.00	\$20.00	\$16,680.00	\$16,680.00	\$16,680.00
3	Unit	Breakaway Barricades	80	\$225.00	\$20,250.00	\$1.00	\$80.00	\$20.00	\$1,600.00	\$1,600.00	\$1,600.00
4	Unit	Drums	195	\$100.00	\$19,500.00	\$1.00	\$195.00	\$50.00	\$9,750.00	\$9,750.00	\$9,750.00
5	LF	Construction Barrier Curb	40	\$100.00	\$4,000.00	\$50.00	\$2,000.00	\$75.00	\$3,000.00	\$3,000.00	\$3,000.00
6	Unit	Traffic Control Truck with Mounted Crash Cushion	2	\$10,000.00	\$20,000.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00
7	MH	Traffic Director, Flagger	200	\$80.00	\$16,000.00	\$80.00	\$16,000.00	\$75.00	\$15,000.00	\$15,000.00	\$15,000.00
8		No Item		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	SY	Dense Graded Aggregate Base Course, 6" Thick	50	\$33.00	\$1,650.00	\$25.00	\$1,250.00	\$120.00	\$6,000.00	\$6,000.00	\$6,000.00
10	SY	HMA 12.5M4 Base Course, 2" Thick	50	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$120.00	\$6,000.00	\$6,000.00	\$6,000.00
11	SY	HMA 19M4 Base Course, 4" Thick	50	\$80.00	\$4,000.00	\$60.00	\$3,000.00	\$120.00	\$6,000.00	\$6,000.00	\$6,000.00
12	CY	Channel Excavation	50	\$500.00	\$25,000.00	\$85.00	\$4,250.00	\$7,500.00	\$375,000.00	\$375,000.00	\$375,000.00
13	CY	Controlled Low Strength Material	60	\$250.00	\$15,000.00	\$500.00	\$30,000.00	\$250.00	\$15,000.00	\$15,000.00	\$15,000.00
14	LF	24" RCCP	70	\$860.00	\$60,200.00	\$59,500.00	\$41,650.00	\$120.00	\$8,400.00	\$8,400.00	\$8,400.00
15	Unit	Inlet, Type B2 Modified	1	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
16	LS	Coiffard	3	\$60,000.00	\$180,000.00	\$150,000.00	\$450,000.00	\$395,000.00	\$1,185,000.00	\$1,185,000.00	\$1,185,000.00
17	SF	Permanent Shading	300	\$275.00	\$82,500.00	\$40.00	\$12,000.00	\$120.00	\$36,000.00	\$36,000.00	\$36,000.00
18	CY	Pressure Grouting (includes Tremie Concrete Fill)	100	\$750.00	\$75,000.00	\$4,000.00	\$400,000.00	\$650.00	\$65,000.00	\$65,000.00	\$65,000.00
19	LS	Clean Existing Culvert, Grout and Seal Culvert	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
20	SF	Pneumatically Applied Mortar	1,000	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$58.00	\$58,000.00	\$58,000.00	\$58,000.00
21	LF	Remove Existing Damaged Joint, Saw and Seal New Joint	100	\$70.00	\$7,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$15,000.00	\$15,000.00
22	SY	Epoxy Waterproofing	300	\$30.00	\$9,000.00	\$30.00	\$9,000.00	\$75.00	\$22,500.00	\$22,500.00	\$22,500.00
23	CY	Rip-Rap Stone Slope Protection d50=12	1,100	\$150.00	\$165,000.00	\$80.00	\$88,000.00	\$110.00	\$121,000.00	\$121,000.00	\$121,000.00
24	SY	Reno Matress, 24" Thick	1,100	\$165.00	\$181,500.00	\$160.00	\$176,000.00	\$220.00	\$242,000.00	\$242,000.00	\$242,000.00
25	CY	Gabion Wall	500	\$180.00	\$90,000.00	\$500.00	\$300,000.00	\$460.00	\$230,000.00	\$230,000.00	\$230,000.00
26	CY	6" Concrete Floor	25	\$1,000.00	\$25,000.00	\$2,000.00	\$50,000.00	\$860.00	\$21,500.00	\$21,500.00	\$21,500.00
				<b>Total Bid</b>	<b>\$1,453,440.00</b>	<b>Total Bid</b>	<b>\$1,653,425.00</b>	<b>Total Bid</b>	<b>\$2,347,930.00</b>	<b>Total Bid*</b>	

True copy of Summary Bids received  
  
 Vincent M. Volleggio, P.E.  
 Gloucester County Engineer

\*Project 11-09FA Item 26: Stone Drains (d50=12) Summary of Quotes (10/19/11) Summary of Quotes

created: October 14, 2011  
 compiled: October 24, 2010

85

BLO

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$86,943.23**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously advertised for the receipt of public bids for the construction of the Resurfacing and Safety Improvements to County Route 555, Tuckahoe Road between Hewitt Avenue and Malaga-New Brooklyn Road, CR659 in the Townships of Monroe and Franklin, in Gloucester County, Engineering Project # 08-15FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was previously awarded by the County to South State, Inc. (hereinafter "South State"), with offices at P.O. Box 68, Bridgeton, NJ 08302 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer for the County, has recommended a Change Order #01-Final, which will decrease the amount of the total amount of the Contract between the County and South State by \$86,943.23, resulting in a new total contract amount of \$2,400,294.37; said decrease reflecting Project as-built quantities, including supplementary work required to construct the Project, resulting in the Contract decrease; and

**WHEREAS**, the Project is a 100% Federally funded stimulus project.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order #01 Decrease-Final regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order #01 Decrease-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order #01 Decrease-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

BLO

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

1. Name & Address of Vendor: South State, Inc.  
P.O. Box 68  
Bridgeton, NJ 08302
2. Description of Project or Contract: Proposed Resurfacing & Safety Improvements  
CR555, Tuckahoe Road Between Hewitt Ave and  
Malaga New Brooklyn Rd, CR659 in the Townships  
of Monroe and Franklin
3. Date of Original Contract: 10/07/2009
4. P.O. Number: 09-10735
5. Amount of Original Contract: \$ 2,487,237.60
6. Amount of this Change Order - Final: \$ (86,943.23)
7. New Total Amount of Contract  
(Total of Numbers 5 & 6 Above) \$ 2,400,294.37
8. Need or Purpose of this Change Order: Adjust contract amount to reflect  
projected as built quantities, including supplementary work required to construct  
the project. This project is 100% Federally funded

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by \_\_\_\_\_ on \_\_\_\_\_  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert M. Damminger, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
WITH APPROPRIATE RESOLUTION.

B7

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02 WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$214,374.94**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the Reconstruction of County Bridge 4-J-8, Barnsboro-Blackwood Road, County Route 603, over Mantua Creek, in the Townships of Mantua & Deptford, Gloucester County, New Jersey, Engineering Project #08-05SA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County to Driscoll Construction Co., Inc., with a mailing address of 809 Bethlehem Pike, P.O. Box 399, Spring House, PA 19477 (hereinafter "Driscoll"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order-Increase #02, which will increase the total amount of the County's contract of \$2,077,410.58 with Driscoll for the Project by \$214,374.94, resulting in a new total contract amount of \$2,291,785.52; and

**WHEREAS**, the Change Order is necessitated for adjusted quantities to reflect actual field conditions/as-built quantities, and supplemental items required for storm related repairs; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$214,374.94 pursuant to C.A.F. #11-09920, which amount shall be charged against budget line items C-04-09-013-165-16216 (\$86,754.01), and C-04-10-015-165-16216 (\$127,620.93), for a total of \$214,374.94.

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

1. The hereinabove referenced Change Order-Increase #02 to increase the total Driscoll contract sum for the Project in the amount of \$214,374.94, resulting in a new total contract amount of \$2,291,785.52, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order-Increase #02 for the aforementioned purposes on behalf of the County of Gloucester.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER  
 2 SOUTH BROAD STREET  
 P.O. BOX 337  
 WOODBURY, NJ 08096  
 TEL (856)853-3411 FAX (856)853-8504

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REQUISITION	
NO.	R1-10458

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

ORDER DATE: 10/27/11  
 DELIVERY DATE: 10/27/11  
 STATE CONTRACT: 08-055A  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	08-055A Contract Change Order Increase #02, for Adjusted quantities to reflect actual field conditions/as-built quantities. Supplemental Items are for storm related repairs, in assoc. w/the Reconstruction of County Bridge 4-J-8, Barnsboro-Blackwood Rd, CR603, over Mantua Creek, Mantua & Deptford Twps, Glo. Co. Engineering Project #08-055A  Original Contract Passed by Resolution: March 16, 2011 Change order #01 Passed by Resolution: July 20, 2011	C-04-09-013-165-16216 Bridge 4-J-8 Barnsboro/Blackwood Rd (SA)	86,754.0100	86,754.01
1.00/DL	Passed by Resolution: November 09, 2011 additional account/funds for Change Order #02, above.  Passed by Resolution: November 09, 2011	C-04-10-015-165-16216 Barnsboro Blackwood Road (SA)	127,620.9300	127,620.93
			TOTAL	214,374.94

 10/28/11  
 \_\_\_\_\_  
 REQUESTING DEPARTMENT DATE

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

Name & Address of Vendor: Driscoll Construction Co., Inc  
809 Bethlehem Pike  
PO Box 399  
Spring House, PA 19477

1. Description of Project or Contract: Replacement of Blackwood-Barnsboro Rd. Bridge (CR 603) over Mantua Creek (structure No. 4-J-8)
2. Date of Original Contract: March 16, 2011
3. P.O. Number: 11-02328
4. Amount of Original Contract: \$2,021,178.80
5. Amount of Previously Authorized Change Order \$ 56,231.78
6. Amount of this Change Order: \$ 214,374.94
7. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,291,785.52
8. Need or Purpose of this Change Order: Adjusted quantities to reflect actual field conditions/asbuilt quantities. Supplemental items are for storm related repairs.

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by Brian E. [Signature] on 10/26/2011  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk By: \_\_\_\_\_  
Robert M. Damminger, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID PROJECT  
CHANGE ORDER NUMBER 2 INCREASE  
STATE AID PROJECT

PROJECT	Replacement of Blackwood-Barnsboro Rd Bridge (CR 603) over Mantua Creek (structure No 4-J-3)
MUNICIPALITY	Mantua & Deptford Townships
COUNTY	Gloucester
CONTRACTOR	Driscoll Construction Co., Inc.

In accordance with the project Supplementary Specification the following are changes in the contract:

Item No.	Description	Extras	Quantity (+/-)	Unit Prices	Amount
6	I-9 Soil Aggregate		65	\$35.00	\$2,275.00
9	Sediment Control Bag		200	\$10.00	\$2,000.00
15	24" HDPE Pipe		60	\$120.00	\$7,200.00
20	9"x16" Conc. Curb		15	\$30.00	\$450.00
23	Construction Signs		159	\$16.00	\$2,544.00
30	Drums		30	\$75.00	\$2,250.00
45	Foundation Excavation		210	\$128.00	\$26,880.00
46	Permanent sheeting		1768	\$60.00	\$106,080.00
54	Concrete Footing		32.5	\$700.00	\$22,750.00
66	Bridge Plaque		1	\$750.00	\$750.00
68	Set Manhole Casting		1	\$800.00	\$800.00
70	Police Traffic Directors		35.5	\$60.00	\$2,130.00
<b>Total Extras</b>					<b>\$175,909.00</b>

Item No.	Description	Supplementals	Quantity (+/-)	Unit Prices	Amount
74S	Remove damaged concrete slope protection & secure active roadway		1	LS	\$5,861.41
75S	Prepare slopes @wingwalls, add in embankment soil.		1	LS	\$40,104.53
<b>Total Supplementals</b>					<b>\$45,965.94</b>

Item No.	Description	Decreases	Quantity (+/-)	Unit Prices	Amount
5	Excavation Unclassified		300	\$25.00	\$7,500.00
<b>Total Decreases</b>					<b>\$7,500.00</b>

Amount of Original Contract	\$2,021,178.80	Extras	\$175,909.00
Amount of Original Contract + Change Order No. 1	\$2,077,410.58	Supplemental	\$45,965.94
Amount of Original Contract + CO No. 1 & CO No. 2	\$2,291,785.52	Reduction	\$7,500.00
		<b>Total Change</b>	<b>\$214,374.94</b>

% Change in Contract 13.39% Increase

Vincent M. Voltaggio, P.E. Date  
Gloucester County Engineer

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

Robert M. Damming Date  
Freeholder Director

*Ben E. Schmal* 10/26/2011  
(Contractor) Date

B8

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN  
FOR THE USE OF ONE (1) STREET SWEEPER BY THE BOROUGH OF PITMAN AS  
PART OF THE SAID BOROUGH'S COMPLIANCE WITH A STORMWATER  
MANAGEMENT PLAN**

**WHEREAS**, the Borough of Pitman ("Borough"), located in the County of Gloucester (hereinafter the "County"), has need for a street sweeper as part of its compliance with a stormwater management plan; and

**WHEREAS**, the County, through its Department of Public Works, Highway Division, has the capacity to provide such equipment to the Borough for its use, as needed; and

**WHEREAS**, the Borough has requested that the County make one (1) street sweeper available to the Borough on an as needed basis; and

**WHEREAS**, the County's Department of Public Works can make available one (1) street sweeper to the Borough for a daily usage rate of Three Hundred and Fifty Dollars and Zero Cents (\$350.00) per day, payable at month's end for usage during that month; and

**WHEREAS**, the County and the Borough desire to enter into a Shared Services Agreement regarding the Borough's use of one (1) County street sweeper on an as needed basis for a daily usage rate of \$350 per day, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

**WHEREAS**, this Shared Services Agreement would be for a term of two years (2) commencing November 9, 2011, and concluding November 8, 2013; and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of such shared services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized and directed to execute the Shared Services Agreement attached hereto, which is made by and between the County and the Borough for the use of one (1) street sweeper by the Borough as part of the Borough's compliance with a stormwater management plan.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN  
FOR THE USE OF A STREET SWEEPER AS PART OF A STORMWATER  
MANAGEMENT PLAN**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 9<sup>th</sup> day of November 2011, by and between the **Borough of Pitman**, a body politic and corporate of the State of New Jersey, with offices at 110 South Broadway, Pitman, NJ 08071 (hereinafter the “Borough”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the Borough, which is located in the County, has a need for a street sweeper as part of a stormwater management plan; and

**WHEREAS**, the County, through its Department of Public Works, Highway Department, has the capacity to provide such a piece of equipment to the Borough for use on an as needed basis; and

**WHEREAS**, the Borough has requested that the County make one (1) street sweeper available to the Borough for use on an as need basis; and

**WHEREAS**, the County is willing and able to make its street sweeper available to the Borough; and

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

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

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT.**

The County will make available to the Borough one (1) street sweeper upon at least forty-eight (48) hours written notice and request for the use of same from the Borough. The street sweeper will be made available to the Borough for its use upon written request, as provided herein; but only if the County has available at the time of the request a street sweeper that is

operational, and not required for use by the County during the time period for which the use is requested. The Borough shall return the street sweeper to the County within twenty-four (24) hours of written notice and request by the County, or upon completion by the Borough of its use of the street sweeper, whichever is earlier. The Borough may not obtain use of the street sweeper for more than seven (7) consecutive business days at any one time.

Upon receipt of the written notice and request for one (1) street sweeper from the Borough, the County shall send written notice to the Borough that one (1) street sweeper is or is not available for pick-up and use by the Borough for the time period requested; and further provide for a time for the Borough to pick-up the street sweeper, if available. The Borough shall upon such notice from the County pick-up the street sweeper at the County's public works yard located at 1200 North Delsea Drive, Clayton, New Jersey, 08312.

The Borough shall pick-up the requested street sweeper by providing a Borough employee, who is familiar with, and duly qualified to operate, the street sweeper. The Borough employee so designated by the Borough to operate the street sweeper shall drive same from the County's public works yard at Clayton to the Borough for use there; and shall return the street sweeper to the County by driving same back from the Borough to the County's public works yard in Clayton, as provided in this Shared Services Agreement.

**B. PAYMENT FROM BOROUGH TO COUNTY.**

The street sweeper to be provided hereunder by the County to the Borough will be upon written request, as provided herein, on an as needed basis. The Borough will make payment to the County for the use of the street sweeper on a daily rate basis of \$350.00 per day. Payment shall be made by the Borough at month's end for usage during that month. The Borough shall make the payments due hereunder to the County without regard to the condition of the street sweeper, or any part thereof; and without any right of set-off.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section L, and shall conclude two (2) years from the effective date.

**D. LIMITATION OF DELEGATION AND LIABILITY; INDEMNIFICATION; INSURANCE.**

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's providing one (1) street sweeper to the Borough on an as needed basis for its use in connection with a stormwater management plan as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any

claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the use of the street sweeper which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused or arising from stoppage or break-down of the street sweeper or any part thereof, nor shall the County be liable in any other way for performance of the street sweeper and operation thereof; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the street sweeper, and use and operation thereof by the Borough.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the street sweeper being utilized, including, but not limited to its use and operation. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverages shall be satisfactory to the County in its sole discretion.

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

The Borough agrees that it will at its own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the use or operation of the street sweeper described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding said street sweeper, while in possession of the Borough.

**F. TITLE.**

Title to the street sweeper shall at all times remain in the County, and the Borough at its own cost and expense, shall protect and defend the title of the County.

**G. USE; ASSIGNMENT.**

The Borough will cause the street sweeper to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified Borough personnel only, in accordance with applicable governmental regulations, if any, and for Borough business purposes only. The Borough agrees not to assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in the street sweeper.

**H. REPAIRS; MAINTENANCE; LOSS AND DAMAGE.**

The Borough at its own cost and expense shall keep the street sweeper in good repair, condition and working order, and shall furnish all parts, mechanisms, devices and servicing required therefor, while the street sweeper is in the possession of the Borough. All such parts, mechanisms and devices shall immediately become the property of the County, and part of the street sweeper for all purposes hereof. The Borough shall be responsible for any and all cost and expense of fuel and other required fluids for the street sweeper, including, but not limited to, gasoline, diesel, oil, or other fuel or fluid that may be required for the Borough to use and operate the street sweeper.

**I. RETURN OF EQUIPMENT.**

Once the time period for which the street sweeper has been requested by the Borough has expired, or at the request of the County, as provided in this Shared Services Agreement, the Borough shall at its own cost and expense, immediately return the street sweeper to the County at the County's public works yard located at 1200 North Delsea Drive, Clayton, New Jersey 08312 in the same condition as when delivered to the Borough by the County, ordinary wear and tear accepted. Any cleaning required by the County in its sole but reasonable discretion of the returned street sweeper shall subject the Borough to being charged by the County a reasonable cleaning fee not to exceed Fifty Dollars and Zero Cents (\$50.00).

**J. NOTICES.**

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice.

**K. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
  6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
  7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
  8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
  9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- L. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of November 9, 2011 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DiLELLA, CLERK

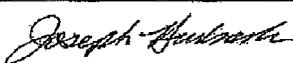
\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF PITMAN

\_\_\_\_\_  
, CLERK

\_\_\_\_\_  
MICHAEL BATTEN, MAYOR

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY) 10/21/2011	
<b>PRODUCER</b> Conner Strong Companies, Inc. MEL/JIF Underwriting Unit 231 Main Street, CN 2017 Tom's River, NJ 08754		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Borough of Pitman 110 South Broadway Pitman, NJ 08071-2237		<b>INSURERS AFFORDING COVERAGE</b>			
		INSURER A: Gloucester, Salem, Cumberland Counties Municipal Joint Insur			
		INSURER B: Municipal Excess Liability Joint Insurance Fund			
		INSURER C:			
		INSURER D:			
		INSURER E:			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
PIS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TRI111001-91	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 300,000
					FIRE DAMAGE (Any One Fire) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRI111001-91	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (EA accident) \$ 300,000
					BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$	MEL01110187	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 4,700,000 AGGREGATE \$ 4,700,000
A	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	TRI111001-91	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> THE STATUTORY LIMITS <input type="checkbox"/> OTHER S.L. EACH ACCIDENT \$ 2,000,000 S.L. DISEASE - EA EMPLOYEE \$ 2,000,000 S.L. DISEASE - POLICY LIMIT \$ 2,000,000
	OTHER				
<b>DESCRIPTION OF OPERATIONS: ANY ALTERATIONS WILL VOID THIS CERTIFICATE.</b> Certificate holder is included as additional insured ATIMA for General and Excess Liability pursuant to the terms, conditions, limitations and exclusions of the JIF Casualty Insurance Policy only as respects to use of street sweeper. KAF					
<b>CERTIFICATE HOLDER</b>		<b>ADDITIONAL INSURED; INSURER LETTER</b>		<b>CANCELLATION</b>	
Gloucester County Dept. of Street & Roads Highway Permit Division 1200 N. Delsea Drive Clayton, NJ 08312				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
				AUTHORIZED REPRESENTATIVE 	
ACORD 25 (2001/08)		5753		ACORD CORPORATION 1988	

B9

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 12-53-312  
BETWEEN THE COUNTY OF GLOUCESTER AND THE DELAWARE VALLEY  
REGIONAL PLANNING COMMISSION FOR FISCAL YEAR 2012 REGION-WIDE  
TRANSPORTATION GIS PROGRAM**

**WHEREAS**, the Delaware Valley Regional Planning Commission (hereinafter the "Commission") has received grant funds under a certain grant agreement from the New Jersey Department of Transportation, via the Federal Highway Administration, for the Fiscal Year 2012 Region-Wide Transportation GIS Program (hereinafter the "Project"); and

**WHEREAS**, the aforesaid grant agreement provides for funding from the Commission in the sum of \$20,000.00 for the County of Gloucester's (hereinafter the "County") continued participation in the Commission's development of the Project; and

**WHEREAS**, the County's Planning Department has the expertise to provide services as required by the Commission for development of the Project in furtherance of the Commission's grant agreement with the NJDOT for the Project; and

**WHEREAS**, the Commission desires to enter into the attached Agreement No. 12-53-312 with the County, so that the County, through its Planning Department, can provide, and be responsible for, the technical direction, management and conduct of the Project for the Commission for an amount not to exceed \$20,000.00; and

**WHEREAS**, the Board of Chosen Freeholders of the County desire to continue to lend assistance to the Commission in development of the Project.

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

1. The Director and Clerk of the Board of Chosen Freeholders of the County of Gloucester are hereby authorized and directed to execute Agreement No. 12-53-312 attached hereto between the County of Gloucester and the Delaware Valley Regional Planning Commission for the continued development of the Region-Wide Transportation GIS Program, as above set forth.

2. This Resolution shall be effective immediately upon passage.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



B9

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

TO: Rick Westergaard

DEPARTMENT: Public Works / Planning

GRANT TITLE: Region Wide Transportation GIS Program

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: October 27, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: November 9, 2011

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$20,000

No. 12-53-312

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2011, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

<b>Agency</b>	<b>Funds</b>	<b>Source of Funds</b>	<b>Date</b>
New Jersey Department of Transportation	\$20,000	Federal Highway Administration - NJ	07/01/2011

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 12-53-312, Regional GIS Implementation and Coordination, in the COMMISSION's FY 2012 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the CONTRACTOR is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's CONTRACTOR Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$20,000 funded as shown by the following:

Funds Provided by Agencies: \$20,000.00

CONTRACTOR Local Match: \$0.00

CONTRACTOR Match for COMMISSION:

Commission Contribution:

Other Contributions:

Total Amount: \$20,000

Section 3: Method of Payment

3.1 The work to be performed by the CONTRACTOR shall be on a cost-reimbursable basis with progress payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 CONTRACTOR's spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall not exceed Twenty Thousand Dollars (\$20,000.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the CONTRACTOR, or his or her designee, shall be the authorized agent to act on behalf of the CONTRACTOR in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2012.

Section 6: Coordination and Cooperation

6.1 The CONTRACTOR agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The CONTRACTOR understands that the services to be provided by the CONTRACTOR form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

7.1 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The CONTRACTOR is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2012 or payment cannot be assured. All other conditions of Article 6 remain unchanged.

7.2 The CONTRACTOR is authorized to begin work on tasks as identified in Exhibit A, Scope of Services. Purchase of hardware, software, participation in any training or file development activities must be requested in writing by the CONTRACTOR and the CONTRACTOR must receive written approval from the COMMISSION prior to starting this activity. The hardware, software and training must specifically support the PROJECT. Letters should be directed to Mr. Will Stevens at the COMMISSION.

IN WITNESS WHEREOF, the COMMISSION and the CONTRACTOR have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Barry Seymour  
Executive Director

Date \_\_\_\_\_

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

\_\_\_\_\_  
(SEAL)

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

Gloucester County, NJ

Date \_\_\_\_\_

**Sign & F**

Federal Information:  
Type of Grant: FHWA Grant  
Grant Number: 20.205  
Federal Funds: \$20,000.00

SCOPE OF SERVICES  
The County of Gloucester, NJ  
DVRPC Work Program Description

Exhibit A

**FY2012 Region-wide Transportation GIS Subcontract Scope  
Gloucester County**

**Task 1: Coordination**

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

- a) Attend all project-related meetings as necessary.
- b) Provide input as it relates to project direction and focus.
- c) Participate in development of all project documentation.
- d) Submit, via email, all acquisition requests to DVRPC Project Manager for approval prior to making acquisitions.
- e) Submit quarterly progress report along with updated object budget, task budget, and receipts.

**Task 2: Upgrading Capabilities**

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget provided they directly support the program. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

- a) Acquire hardware and software as approved for use in the project.
- b) Augment staff that is performing tasks related to the project.
- c) Develop staff capabilities through conferences, seminars, and training.

**Task 3: Data Development and Sharing**

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

- a) Contribute existing transportation-related data as necessary.
- b) Identify and develop new transportation-related data as required by the project.
- c) Insure that all contributing data meets project standards.
- d) Perform periodic updates as requested.
- e) Insure that all contributing data is made available to participants as required.

FY 2012 REGION-WIDE TRANSPORTATION GIS SUBCONTRACT  
TASK BILLING SUMMARY

AGENCY: County of Gloucester  
PROJECT NO.: 11.53.312  
DATE: October 2011

Task Title	Budget	Previous Cost	Current Cost	Total Cost	Balance
Task 1 - Coordination	\$1,000.00	\$ -	\$ -	\$ -	\$1,000.00
Task 2 - Upgrade Capabilities	\$5,500.00	\$ -	\$ -	\$ -	\$5,500.00
Task 3 - Database Elements	\$2,000.00	\$ -	\$ -	\$ -	\$2,000.00
Task 4 - Data Sharing	\$11,500.00	\$ -	\$ -	\$ -	\$11,500.00
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$20,000.00</b>

FY 2012 REGION-WIDE TRANSPORTATION GIS SUBCONTRACT  
OBJECT BILLING SUMMARY

AGENCY: County of Gloucester  
PROJECT NO.: 12.53.312  
DATE: October, 2011

OBJECT CLASSIFICATION	Budget	Previous Cost	Current Cost	Total Cost	Balance
Total Labor (Hourly Payroll Rates)	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00
Fringe Benefits @58.19%	\$4,578.75	\$0.00	\$0.00	\$0.00	\$4,578.75
Materials/Supplies	\$4,821.25	\$0.00	\$0.00	\$0.00	\$4,821.25
Travel	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Total	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
	\$0.00				
	\$0.00				
Amount Payable	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00

**INVOICE**

Delaware Valley Regional Planning Commission  
The American College of Physicians Building  
190 N. Independence Mall West – 8th Floor  
Philadelphia, Pa. 19106-1520

Date: \_\_\_\_\_  
Project No.: 12-53-312  
Reporting Period  
From: \_\_\_\_\_  
To: \_\_\_\_\_

Attention: Accounting

This invoice is submitted consistent with the terms and conditions of the above referenced agreement:

- 1. Total Cost Incurred During Period                   \$ \_\_\_\_\_
- 2. Less Matching for Agency Grant     (    %)\$ \_\_\_\_\_
- 3. Net Amount Payable                                       \$ \_\_\_\_\_

Submitted By:

\_\_\_\_\_

(Signature)

Agency:     The County of Gloucester, NJ

Project Title: Regional GIS Implementation and Coordination

\* Please attach all original invoices.

**SAMPLE DETAILED INVOICE FOR GOVERNMENT AND NON-PROFITS\***

Date: \_\_\_\_\_ Agency: The County of Gloucester, NJ Title: Regional GIS Implementation and Coordination  
 Project No.: 12-53-312

Reporting Period: From: \_\_\_/\_\_\_/\_\_\_ to: \_\_\_/\_\_\_/\_\_\_

The following is a true statement of the costs incurred by our staff during the period:

	Employee Name	Employee Title	Hourly Payroll Rate	Hours	Total Costs
1					
2					
3					
4					
5					
6					

SUB-TOTAL \$ \_\_\_\_\_  
 FRINGE/OVERHEAD \$ \_\_\_\_\_  
 TOTAL LABOR \$ \_\_\_\_\_

**NON-LABOR COSTS (Specify in Detail)**

1		\$
2		\$
3		\$

TOTAL NON-LABOR \$ \_\_\_\_\_  
 Submitted By: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
 =====

\*-It is suggested that consultants use their own format with a level of detail that corresponds to your cost proposal

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the CONTRACTOR

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the CONTRACTOR shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The CONTRACTOR hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The CONTRACTOR understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The CONTRACTOR bears primary responsibility for the administration and success of the PROJECT, although the CONTRACTOR is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The CONTRACTOR hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the CONTRACTOR and its employees or subcontractor under the personal supervision of a qualified Project Manager as shall be designated by the CONTRACTOR and approved by the COMMISSION. *Section Revised 2-2-98*

The CONTRACTOR agrees that the COMMISSION shall not be subject to any obligations or liabilities to any subcontractor or any other person not party to this Agreement.

*Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.  
11-23-98

Section Added

#### Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

#### Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

#### Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

*Section Revised 9-19-97*

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

*Section Revised 9-19-97*

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

*Paragraph Revised 9-19-97*

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

#### Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

*Paragraph Added 2-2-98*

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

Exhibit B.8

forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

#### Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

#### Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

*Article Revised 9-19-97*

#### Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

#### Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
  
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
  
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
  
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
  - i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
  - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Revention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Publis Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

#### 11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

*Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

*Section Revised 11-23-98*

#### 11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

#### 11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.).

*Section Revised 9-19-97*

#### 11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

*Section Revised 9-19-97*

#### 11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

#### 11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

*Section Added 9-19-97*

#### 11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

*Section Added 2-2-98*

#### 11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

*Section Added 2-2-98*

#### 11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

*Section Added 2-2-98*

#### 11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

*Section Added 9-19-97*

#### 11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

*Section Added 9-19-97*

#### 11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

#### Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

*Paragraph Added 11-23-98*

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

*Paragraph Revised 11-23-98*

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

*Article Revised 9-19-97*

#### Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

## Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

*Major Revision 9-19-97*

## Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

## Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies 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 or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

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

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

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## MEMORANDA OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

This Memoranda of Understanding (MOU) is entered between NJ TRANSIT (NJT) and GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES. It is understood that this MOU is in effect from October 1, 2011 and ending on October 1, 2012.

The purpose of this MOU is to establish the agreement between our agencies to provide people with disabilities consistent opportunities to participate in the federally mandated certification process developed to determine paratransit eligibility in the state of New Jersey.

GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES is responsible to do the following:

- Designate two (2) individuals, preferably agency employees, to be interviewers and provide NJT with the resumes of the selected interviewers.
- Designate a minimum of two specific days and times per month, to conduct Transportation Assessment interviews.
- Provide an accessible private office where the interviews will be conducted.
- When applicable, provide a separate confidential setting for customers to be introduced to Travel Instruction. Travel Instruction is a program designed to offer customers opportunities to develop independent travel skills.
- Provide NJT with a schedule of all planned (*holiday, pre-holiday*) agency closings.
- Provide advance notice of all agency related activities (i.e. construction, remodeling, elevator outages etc.) that could have an impact on a customer's ability to safely access your interview location.
- Contact the Certification Administrator at 201.341.9496, 973.491.7653 or [KTUCKER@NJTRANSIT.com](mailto:KTUCKER@NJTRANSIT.com) in the event of an emergency closing, delayed opening, early departure or any other occurrences that would interfere with your ability to conduct scheduled interviews. You may also contact the Certification Unit at 973.491.4275.
- Provide NJT with at least 48 hours notice of "non emergency" issues that will result in cancellations of assessment interview(s) or changes to the previously agreed upon appointment schedule.
- Make a good faith effort to offer alternative interview dates when pre-scheduled dates have to be cancelled.
- Complete and submit accurate invoices for payment on a monthly basis, following the NJT prescribed invoice process.
- Have all your interviewers (or at least one representative) attend all Assessment Agency meetings held by NJT.
- Display NJT's Accessible Services materials, brochures and schedules.
- Notify NJT, if an Assessment Interviewer will be assisting an employee or consumer of your agency with any part of the certification process. This notification can be emailed to the Certification Administrator at [KTUCKER@NJTRANSIT.com](mailto:KTUCKER@NJTRANSIT.com).
- Immediately, notify NJT if a Transportation Assessment Interviewer leaves. NJT will allow Assessment Agencies thirty (30) days to identify and present the new interviewers for training.
- Communicate, immediately, with NJT's ADA Services about accidents or incidents involving Transportation Assessment Interviewers and customers attending interviews at your location that could have a negative public relations impact on NJT.



## MEMORANDA OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

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The trained Transportation Assessment Interviewer is required to do the following:

- Conduct the in-person Transportation Assessment interview in a confidential setting.
- Discuss NJT's Accessible Services.
- Make referrals where appropriate.
- Inform customers that your agency is collecting information on behalf of NJT and that NJT is responsible to make all eligibility decision about the paratransit service Access Link. It is imperative that the customer understand that neither the interviewer nor the agency where the interview is being held has any decision making power regarding eligibility determinations for Access Link.
- Make and provide a copy of documents used to verify the identity of the customer, parent and/or guardian.
- Make and provide a copy of relevant documents (i.e. Psychological Reports, Individual Habilitation Plans, Individual Education Plans, etc.) that are less than twelve (12) months old.
- Mail the original Transportation Assessment and the copies of the documents described above to NJT within one (1) business day after the interview.
- Immediately notify NJT if a customer attending a Transportation Assessment interview is employed, receives services or is in any way affiliated with your agency.
- Provide NJT with confirmation that the medical verification form has been faxed to the customer's doctor.
- Keep a copy of the Transportation Assessment and all related documents for a period of not less than six (6) months in a secure confidential location.
- Maintain communication with NJT about day of service issues by calling 973.491.4275.
- Provide follow-up in the event additional information is needed and as requested by NJ TRANSIT to make an eligibility determination.

NJ TRANSIT is responsible to:

- Train selected agency staff on how to effectively assist customers with completing Transportation Assessments.
- Monitor and provide performance feed-back for Transportation Assessment Interviewers through the Quality Circle initiatives and re-train when appropriate.
- Maintain communication regarding all new and revised policies and procedures relevant to the Transportation Assessment Interview process.
- Invite agency staff to the ADA Lecture Series. The lecture series is facilitated by guest speakers representing a multitude of professions within the community of organizations created to work with people who have disabilities.
- Process invoices within a timely manner and honor the reimbursement fee of \$50.00 for each properly completed Transportation Assessment. This rate is designed to cover all expenses (except travel as detailed below) including postal, copying, faxing, and administrative costs.
- Reimburse the agency for staff travel only to and from pre-arranged Assessment Agency meetings and trainings at a rate of fifty-five cents per mile (*subject to IRS ruling*).
- Make all determinations about a customer's eligibility for Access Link paratransit service.
- Schedule customers to attend the Assessment interviews and communicate schedule changes in a timely manner.

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**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER AND NJ TRANSIT IN REGARD TO SERVICES AS AN ASSESSMENT AGENCY**

**WHEREAS**, NJ Transit provides a service referred to as Access Link, which is an ADA paratransit service provided curb to curb, for eligible people with disabilities; and

**WHEREAS**, NJ Transit, through local agencies known as "Assessment Agencies," may assist individuals in the application for Access Link services; and

**WHEREAS**, the County of Gloucester, through the Office of Educational and Disability Services is capable of serving in the capacity as an Assessment Agency and has, in fact, performed in such capacity for a number of years; and

**WHEREAS**, NJ Transit has agreed to authorize Assessment Agencies via a "Memorandum of Understanding," effective October 1, 2011, which sets forth the responsibilities and obligations in the administration of the Transportation Assessment interview process, including a reimbursement rate to the Assessment Agency of \$50 per transaction; and

**WHEREAS**, the Agency (Gloucester County Office of Educational and Disability Services) shall conduct the assessment interviews and gather all necessary information and documentation, with the determination as to eligibility being made by NJ Transit upon receipt of the complete assessment with medical verification; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey that the Director and the Clerk of the Gloucester County Board of Chosen Freeholders are hereby authorized to execute a Memorandum of Understanding, in effect from October 1, 2011 to October 1, 2012, between the County of Gloucester and NJ Transit to effectuate the hereinabove purposes.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**RESOLUTION AUTHORIZING AN AMENDMENT TO THE SENIOR HEALTH CONNECTION PROGRAM GRANT AGREEMENT WITH THE GLOUCESTER COUNTY DEPARTMENT OF HEALTH, PREVIOUSLY AWARDED BY RFP #010-009, REDUCING THE MAXIMUM CONTRACT AMOUNT TO \$12,769.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") deems it necessary and appropriate to amend a certain grant agreement contract, awarded by RFP and resolution adopted on November 23, 2010, by and between the County's Health Department and The Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Freeholders") for the Senior Health Connection Program; and

**WHEREAS**, the Contract is amended to decrease the total contract amount from \$12,800.00 by \$31.00, resulting in a new maximum contract amount of \$12,769.00, for the 2011 contract year. The decrease of funding is the result of a mid-year Title III D funding modification with in the 2011 Area Plan Contract year; and

**WHEREAS**, all other terms and provisions of the contract that are consistent with this Amendment shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board are hereby authorized to execute a Grant Agreement Contract Amendment to the Contract with the County's Health Department for the provision of the Senior Health Connection Program for the period commencing January 1, 2011, and concluding December 31, 2011, by reducing the maximum contract amount to \$12,769.00; and

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the amended contract; and that this resolution and the contract amendment are on file and available for public inspection in the office of the Clerk of Gloucester County shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law, as applicable.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

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**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**AMENDED ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009**

**SCOPE OF SERVICES**

**GRANTEE:** Gloucester County Department of Health

**PROJECT TITLE:** Senior Health Connection

**POPULATION TO BE SERVED:** Residents of the county who are 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

152 minority clients	(75% of 203 clients)
152 clients low income minority	(75% of 203 clients)

**SERVICE AREA:** Gloucester County with a concerted effort to serve areas that reflect large concentrations of the target populations

**OBJECTIVE:**

Screenings: To provide health screenings to identify and prevent diabetes, hypertension and high blood cholesterol to African American men and women who do not routinely access health services, and are therefore at risk of developing disabling physical conditions.

**SERVICE DEFINITION:**

**SERVICE TAXONOMY:** 326

Physical Health: Screening, assessment and treatment activities, which assist older persons to improve or maintain physical health by helping them identify and understand their health, needs and secure necessary medical, preventive health, or health maintenance services. unit - each contact

**AMOUNT:** \$ 12,769.00

**UNITS OF SERVICE:** 203 (unit = each contact)

**CLIENT COUNT:** 203

**UNIT COST:** 63.01

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**AMENDED ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009**

	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
Personnel	\$ 10,167.00	\$ 800.00	\$10,967.00
Consultants	-0-	-0-	-0-
Travel	\$ 300.00	-0-	\$ 300.00
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	\$ 1,402.00	-0-	\$1,402.00
Equipment	-0-	-0-	-0-
Other	\$100.00	-0-	\$100.00
Indirect Cost	-0-	-0-	-0-
<b>TOTAL BUDGET</b>			
<b>COST</b>	<b>\$11,969.00</b>	<b>\$800.00</b>	<b>\$12,769.00</b>
	<b><u>LESS:</u></b>	Client Income	\$ 100
		USDA	-0-
		<b>NET BUDGETED</b>	
		<b>COST</b>	<b>\$12,669.20</b>

III D	\$ 11,869.00	93%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	6%
Client Income	100	1%
<b>TOTAL</b>	<b>\$ 12,769.00</b>	<b>100.00%</b>



**RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR GRANT FUNDING IN THE AMOUNT OF \$1,455,100.00 FOR 2012, REPRESENTING THE THIRD YEAR OF THIS THREE YEAR AREA PLAN CONTRACT**

**WHEREAS**, the County of Gloucester ("County") has entered into a contract with the State of New Jersey Department of Health and Senior Services ("NJDHSS") to receive funding for its Area Plan Contract for the period January 1, 2010 through December 31, 2012; and

**WHEREAS**, the County, through its Division of Senior Services ("GCDSS"), now desires to apply for funding in the amount of \$1,455,100.00 for the third year of the Contract which is designated "Area Plan Contract, 2010-2012, Update", which said funding will be utilized to provide a broad range of programs and services for the elderly of the County for the period January 1, 2012 to December 31, 2012; and

**WHEREAS**, the County's Department of Human Services has certified that the grant to be submitted by the GCDSS has been reviewed and meets the standard requirements for such grants.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the application for, and the execution of a contract for, the receipt of such a grant from the NJDHSS; and does further, upon execution of such a contract, authorize the expenditure of such funds as will be made available thereunder by the GCDSS pursuant to the terms of said contract between the County of Gloucester and the NJDHSS; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, or his designee, and the Clerk of the Freeholder Board, are hereby authorized and directed to execute any and all documents in furtherance achieving the purposes of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**



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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207  
[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Dennis Dittmar

DEPARTMENT: Health & Senior Services

GRANT TITLE: Area Plan Contract 2012 Update

DATE: October 28, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: November 9, 2011

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/ITD) - (856)848-6616

**New Jersey Department of Health and Senior Services  
APPLICATION FOR GRANT FUNDS**

**(TYPE OR PRINT ALL DATA)**

Please complete all sections on this form. The information provided below in sections 8,8,10,11c, 12, 13,14,16,16a-b, 20a-c and 21a-b applies to all counties.

Thank You

1. Name of Applicant <b>Gloucester County Division of Senior Services</b>				
2. Street Address <b>115 Budd Boulevard</b>	City <b>West Deptford</b>	County <b>Gloucester</b>	State <b>N.J.</b>	Zip Code <b>08096</b>
3. Name and Title of Fiscal Contact <b>Karen Christina, Fiscal Officer</b>		E-mail Address <b>kchristi@co.gloucester.nj.us</b>	Telephone No. <b>856-686-8334</b>	
Street Address <b>115 Budd Boulevard</b>		City <b>West Deptford</b>	County <b>Gloucester</b>	State <b>N.J.</b>
Zip Code <b>08096</b>				
4. Name of Attorney for Agency <b>Emmett Primas</b>			Telephone No. <b>856-384-6897</b>	
5. Name and Title of Principal Contact <b>Anna Docimo</b>		E-mail Address <b>adocimo@co.gloucester.nj.us</b>	Telephone No. <b>856-686-8340</b>	
6. Employer ID No. <b>216000660-30</b>	7. Certificate of Need Project (if applicable) <input type="checkbox"/> PENDING <input checked="" type="checkbox"/> NOT REQUIRED			
8. Proposed Grant Title <b>Area Plan Contract 2010-2012, 2012 Update</b>		9. Location of Proposed Project (include county) <b>County of Gloucester</b>		
10. Site Locations <b>NIA or Various Locations.</b>		Number	ATTACH ADDITIONAL SHEETS	
11. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the _____				
MEMBER		BOARD, COUNCIL, ETC.		
11c. Type of payment plan preferred <input type="checkbox"/> Cost-reimbursement <input checked="" type="checkbox"/> Advance Payment		11d. Location where payments should be sent <b>115 Budd Boulevard, West Deptford, N.J. 08096</b>		
12. Type of Agency (check one) <input type="checkbox"/> PRIVATE NON-PROFIT <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> HOSPITAL <input type="checkbox"/> PRIVATE PROFIT <input type="checkbox"/> OTHER (Specify) _____		13. Does the Agency Meet the following Licensure Requirements?		
14. Agency Fiscal Year End <b>12/31</b>		15. Agency Accounting System: <input checked="" type="checkbox"/> Cash Basis <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Accrual Basis		
16. Type of Request <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL OF GRANT NO.: <b>11-1383-AAA-C-2</b> <input checked="" type="checkbox"/> MULTI YEAR GRANT <input type="checkbox"/> MODIFICATION TO GRANT NO.: YEAR: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3		16a. Budget Period Mo./Day/Yr. FROM: <b>1/1/2012</b> THROUGH: <b>12/31/2012</b> b. Project Period Mo./Day/Yr. FROM: <b>1/1/2010</b> THROUGH: <b>12/31/2012</b>		
17. Is political subdivision covered by NJ Civil Service Merit System? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		18. Affirmative Action Plan <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		19. If grant is awarded, will funds be used to replace other funds which would be available in absence of award? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>COST OF PROJECT</b>				
20a. Total Funds Needed <b>\$2,982,486</b>		1      b. Funds Requested from State <b>\$1,455,100</b>	2      c. Funds From Other Sources <b>\$1,527,386</b>	3
21a. Name of NJDHSS Representative Regarding Application <b>Bruce Sutton</b>		21b. Program (Granting Agency) <b>Division of Aging &amp; Community Services</b>		
22. CERTIFICATION – The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct, the document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions, and other policies, regulations and rules issued by the New Jersey Department of Health and Senior Services which include provisions described in grant application instructions.				
NAME AND TITLE OF APPLICANT (Print) <b>Robert M. Damming, Freeholder Director</b>		SIGNATURE OF APPLICANT		DATE OF APPLICATION <b>10-14-2011</b>



State of New Jersey

DEPARTMENT OF HEALTH AND SENIOR SERVICES  
DIVISION OF AGING AND COMMUNITY SERVICES  
PO BOX 807  
TRENTON, N.J. 08625-0807

www.nj.gov/health

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

MARY E. O'DOWD, M.P.H.  
Commissioner

**DATE:** August 11, 2011 **NUMBER:** 2011- 23, III-9

**TYPE:** Policy Memorandum **SUPERSEDES:** None

**SUBJECT:** Area Plan Contract Update 2012: **DISTRIBUTION CODE:** I

- Grant Application Provisions
- Advance Planning Document
- Intent to Fund/Initial Distribution of Title III and Related State Match, State Funded and other Federal Programs for Execution of the 2012 Area Plan Contract (APC).

**EFFECTIVE DATE:** Immediately

**APPLICABILITY:** Executive Directors, Area Agencies on Aging (AAA)

**BACKGROUND:**

Pursuant to the Older Americans Act (OAA) of 1965 (42 U.S.C. §§ 3001 et seq.) as amended, specifically the Older Americans Act amendments of 2000 (Pub. L. No. 106-501) and the OAA amendments of 2006 (Pub. L. No. 109-365), each Area Agency on Aging (AAA) is required to submit for approval to the Division of Aging and Community Services (DACS), an Area Plan Contract (APC). The Area Plan provides a comprehensive and coordinated system of support services for seniors in its planning and service area as a requirement to receive OAA funds.

All New Jersey Department of Health and Senior Service's (DHSS) applications for grant funding, including the 2012 APC Update, must be completed and submitted online via the Department's System for Administering Grants Electronically (SAGE).

**POLICY:**

The 2012 APC grant application shall be prepared as per guidelines in this policy memorandum and documents attached to this memo, as well as documents located in the SAGE portal including:

- NJDHSS Terms and Conditions
- NJDHSS/DACS Administrative Requirements, Supplemental Provisions and Subcontract Requirements
- 2012 APC grant application forms
- 2012 APC Instruction Guide

The latter portion of this memo shall serve as the Department's formal Intent to Fund.

2012 APC GRANT APPLICATION PROVISIONS:

Completed APC applications must be submitted in SAGE by **4:00 PM on October 14, 2011**. Please note that SAGE cannot accommodate due date extensions and that deficient or incomplete APC grant applications will be returned to the AAA.

The 2012 APC represents year three of the three year plan and, therefore, an update to the 2010-2012 APC is required. However, with the inception of SAGE, each APC will be a one-year grant. Consequently the effective dates of this grant period are January 1, 2012 through December 31, 2012.

DHSS will be processing the APC grant applications to provide continued support to New Jersey's AAAs for the provision of comprehensive services for senior citizens. The formula utilized for the distribution of FFY12 Title III funds and related state match is detailed in our State Plan on Aging and in PM 92-13, III-6 "Funding Formula", PM 93-4, III-2 "Supplemental Funding Formula", and PM 01-8, III-7, "Title III E, National Family Caregiver Support Program." Non-Title III funds are distributed based upon funding formulas established through policy memos issued at the inception of each program.

All programs and services funded in total or in part under the APC, January 1, 2012 through December 31, 2012, must be included in an Integrated Program Summary (IPS). Only agency "legal" names, as written on the business registration certificate, (not DBA – Doing Business As), are permitted in APCs. DACS will however accept a minimal number of "To Be Determined" IPSs if a service or provider has not been determined by the APC submission due date. Please note that TBD IPSs must include: funding source, funding amount, and either a provider or taxonomy service and service code. Omission of both a provider and taxonomy service on the TBD IPS will cause the APC application to be rejected and returned to the AAA for revision.

Approved 2010-2012 direct service, priority, and/or proprietary waivers remain in effect for the balance of the three-year contract ending December 31, 2012. If necessary, new or revised waivers must comply with PM 91-9, III-4 "Waiver Forms & Procedures for Area Agencies on Aging," and should be submitted to DACS Office of AAA Administration to coincide with the 2012 APC submission. Contact Stephanie Katz at (609) 292-3310 or Sydelle Norris at (609) 943-3453 for blank Waiver forms.

INTENT TO FUND:

This Policy Memo serves as the DACS formal intent to fund AAAs for the 2012 APC Grant Year, contingent upon DACS approval and as outlined in the approved APC.

ATTACHMENTS:

This memorandum also includes Advance Planning Document attachments and establishes the initial allocation for APC 2012. *(Please note: the required Maintenance of Effort (MOE) figure will be calculated for your county for the 2012 APC Update after DACS receives the AAA's certification by August 19, 2011. Procedures for the 2012 APC Funding Sources are also attached to this Policy Memorandum.)*

Attachments A-1 and A-2 are the advance planning figures at the anticipated 100% funding level. These amounts may vary depending upon the actual allocation of federal and state dollars. Please note that the top row of Attachment A indicates the allocation code for each program. Be sure to use the correct codes when preparing all IPS documents as well as the Quarterly Program Reports (QPR A and B). County contracts with providers can be executed using the 100% funding level if allowed by your county.

Attachments B-1 and B-2 show the initial APC allocations and are based upon the availability of FFY12 funds. The balance of FFY12 and SFY13 funds will be included in the mid-year amendment, when these funds will be available on the NJ State treasury system. SFY 13 funds will be fully available for payment once a signed state budget is in affect after July 1, 2012. Any FFY13 funds due in this grant period will be allocated upon the availability of these funds.

Initial IPS documents in SAGE must be established at the level included on attachment B1 and B2. Local, other and participant contributions can be included at a percentage equivalent to the initial allocation or higher. Full MOE and match requirement must be allocated by the time the AAA processes the mid-year amendment.

When completing an IPS for services to be delivered by the AAA, the Agency Name field on the IPS must begin with the letters – AAA and then the AAA's agency name. For example: services provided by Hunterdon County AAA should be entered in the Agency Name field on the IPS as follows: AAA Hunterdon.

Included is a spreadsheet showing 50% of anticipated Federal Title III-B, C-1, C-2, D, E and related State Match, State Weekend Home Delivered Meals (SWHDM), Safe Housing and Transportation (SHTP), Adult Protective Services (APS), Social Service Block Grant (SSBG), Care Management Quality Assurance (CMQA), and Cost of Living Adjustment (COLA). State Home Delivered Meals (SHDM) is included at 71%. There are no additional COLA funds for SFY12. Also included is the initial 30% allocation of the Nutrition Services Incentive Program (NSIP) and 100% allocation of the anticipated Medicaid reimbursement amount. The balance of the Title III, State Match, other State Programs and NSIP funds will be distributed to AAAs in the midyear and final amendments once the notice of grant award is received from the Administration on Aging and upon the signing of the SFY13 budget.

The NJ Division of Local Government Services is cognizant of these authorizations and will approve corresponding county budget appropriations for those counties receiving funds under this PM.

Additional attachments include 2012 APC Procedures For Funding Sources, 2012 Service Funding Allocation Chart, and Yearly Reporting timeline.

GRANT APPLICATION REVIEW:

2012 APC grant applications will be accepted for review once the County and AAA agree to comply with all Federal, State, local and other laws, regulations, policies etc. during the term of the 2012 APC grant year. As part of the review process, AAAs will be notified through SAGE of any required changes to the APC application. APC approval is based on accurate and substantive information per instructions. Notification of the Department's final acceptance of the plan will also be communicated via SAGE.

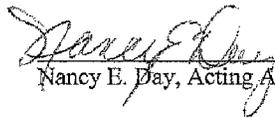
NOTICE OF GRANT AWARD:

An executed Notice of Grant Award will be available in SAGE upon approval by the DHSS. AAAs will be notified by a message in SAGE when the application is fully approved. AAAs will then be able to print a copy of the signed grant documents directly in SAGE. Paper copies of grants will no longer be mailed. Please be advised that the Department will not provide cash payments for any costs incurred in carrying out the terms of this grant until a fully executed Notice of Grant Award from the Department of Health and Senior Services has been processed. Upon completion of this process, payments will be made in accordance with the grant provisions.

A resolution accepting the obligations of the APC is not required by DACS for execution of this contract. AAAs planning on submitting resolutions should ensure they comply with county requirements for local resolution procedures, with language that allows the county to accept any and all funding. A sample is available upon request.

Changes to the APC: amendments, revisions, and (shortly), status change form communicates to DACS changes in staff, office location, phone, fax, email, or changes in responsibilities, etc.

Questions regarding the APC programmatic documents should be directed to Stephanie Katz, Program Development Specialist/Aging, (609) 292-3310, [Stephanie.Katz@doh.state.nj.us](mailto:Stephanie.Katz@doh.state.nj.us). For questions regarding this Policy Memorandum or fiscal matters, contact Anthony Garofalo, Contract Administrator at (609) 943-3354, [Anthony.Garofalo@doh.state.nj.us](mailto:Anthony.Garofalo@doh.state.nj.us), or Bruce Sutton, Supervising Contract Administrator, [Bruce.Sutton@doh.state.nj.us](mailto:Bruce.Sutton@doh.state.nj.us), at (609) 943- 3359. Thank you for your cooperation in the APC process.

  
\_\_\_\_\_  
Nancy E. Day, Acting Assistant Commissioner

NED/TZ/bas/smk  
Attachments

DEPARTMENT OF HEALTH AND SENIOR SERVICES  
 DIVISION OF AGING AND COMMUNITY SERVICES  
 2012 Area Plan Contract  
 Advance Planning Document

Allocation Percentage:

100.00%

Attachment A-1

COUNTY	TITLE III *							STATE MATCH *			TOTAL
	B	C1	C2	D	Med Mgt	E	Federal Totals	TITLE III B-D	TITLE III D MED MGT	TITLE III E	
Atlantic	333,382	352,909	202,025	19,207	6,817	137,916	1,052,256	48,045	361	41,375	89,781
Bergen	1,095,619	1,159,793	662,528	31,890	11,318	452,287	3,413,435	156,167	599	135,686	292,452
Burlington	434,214	459,647	262,609	12,016	4,264	179,275	1,352,025	61,861	226	53,733	115,670
Camden	571,550	605,028	346,117	20,771	7,372	236,283	1,787,121	81,713	390	70,885	152,988
Cape May	159,527	168,871	96,301	19,970	7,087	65,742	517,498	23,541	375	19,723	43,639
Cumberland	194,492	205,884	117,904	15,700	5,572	80,459	620,041	28,270	295	24,147	52,712
Essex	1,122,432	1,188,177	682,607	41,492	14,724	465,994	3,515,426	150,661	780	139,797	301,238
<b>GLoucester</b>	<b>24,656</b>	<b>25,855</b>	<b>13,336</b>	<b>1,923</b>	<b>947</b>	<b>102,033</b>	<b>729,719</b>	<b>35,611</b>	<b>25</b>	<b>30,632</b>	<b>56,500</b>
Hudson	893,813	946,167	543,722	41,966	14,894	371,182	2,811,744	128,418	789	111,355	240,562
Hunterdon	156,381	133,131	54,756	10,212	3,322	37,390	395,182	18,767	176	11,214	30,157
Mercer	406,348	430,149	246,191	17,117	6,075	198,057	1,273,947	68,226	322	50,420	108,967
Middlesex	782,311	828,133	473,462	22,201	7,879	323,217	2,437,203	111,500	417	96,954	208,881
Morristown	642,925	680,583	398,728	26,842	9,527	265,372	2,013,917	92,069	504	79,612	172,185
Morris	436,497	462,065	253,617	14,818	5,259	179,953	1,362,219	62,312	278	53,989	116,579
Ocean	790,144	836,426	476,691	29,772	10,957	325,421	2,469,021	112,925	559	97,626	211,110
Passaic	577,899	611,717	350,390	27,560	9,781	239,200	1,816,517	82,987	518	71,760	155,265
Salem	156,623	133,131	47,128	19,353	6,868	32,173	395,276	18,860	364	9,652	28,876
Somerset	265,589	281,146	160,497	15,855	5,627	109,566	838,280	38,281	298	32,870	71,449
Sussex	156,454	133,131	61,662	14,902	5,289	42,094	413,532	19,384	280	12,628	32,292
Union	682,723	722,712	414,030	30,370	10,779	282,646	2,143,260	97,932	570	84,794	183,295
Warren	156,713	133,131	80,368	11,653	4,137	41,211	407,213	19,158	219	12,363	31,740
<b>TOTALS</b>	<b>10,262,972</b>	<b>10,733,786</b>	<b>6,090,869</b>	<b>457,601</b>	<b>162,103</b>	<b>4,137,561</b>	<b>31,814,892</b>	<b>1,456,699</b>	<b>8,582</b>	<b>1,241,268</b>	<b>2,706,539</b>

\* Excludes carry-over, redistribution and prior year commitments.

DEPARTMENT OF HEALTH AND SENIOR SERVICES  
 DIVISION OF AGING AND COMMUNITY SERVICES  
 2012 Area Plan Contract  
 Advance Planning Document

Attachment A-2

SWHDM	Required 25% Match***	SHTP	SHTP Required 10% Match***	APS	SSBG	SSBG Required 25% Match***	STATE HDM	CMQA	Medicaid Match	NSIP**	State COLA	NON- TITLE III AWARDS	GRAND TOTAL
31,758	7,940	37,693	3,768	141,585	378,200	94,550	0	23,810	14,417	176,155	173,943	1,067,332	2,119,588
104,367	26,092	123,598	12,360	370,400	830,693	207,671	0	23,810	47,280	482,084	570,487	2,845,161	6,288,596
41,363	10,341	48,992	4,899	137,290	180,603	45,151	0	23,810	18,741	93,479	226,128	886,276	2,238,301
54,446	13,612	64,563	6,456	239,777	804,164	201,041	0	23,810	24,700	162,026	286,015	1,861,094	3,648,215
15,197	3,799	17,967	1,797	79,065	131,808	32,952	0	23,810	6,872	103,089	82,926	511,651	1,029,149
18,527	4,632	21,991	2,199	94,937	493,257	123,314	1,087	23,810	8,414	73,547	101,512	889,794	1,509,835
106,923	26,731	127,298	12,730	488,036	1,473,166	368,292	146,871	23,810	48,712	207,726	587,655	3,521,434	7,036,860
5,891	1,473	7,364	736	23,732	42,038	10,922	0	23,810	10,922	15,569	23,778	76,381	185,100
85,144	21,286	101,393	10,139	422,792	1,659,255	414,814	75,063	23,810	38,802	386,499	468,078	3,500,398	6,312,142
13,000	3,250	10,217	1,022	71,540	77,027	19,257	20,097	23,810	3,908	40,564	47,165	337,475	732,657
38,709	9,677	45,922	4,592	180,568	573,727	143,432	0	23,810	17,969	148,191	211,973	1,328,436	2,603,383
74,523	18,631	88,323	8,832	286,477	525,309	131,327	0	23,810	33,788	291,036	407,676	1,964,223	4,401,426
61,245	15,311	72,519	7,252	246,931	736,618	184,155	0	23,810	27,741	289,846	334,723	1,964,618	3,978,585
41,581	10,395	49,183	4,918	145,489	97,672	24,418	0	23,810	18,813	368,501	227,005	1,097,199	2,459,418
75,269	18,817	89,940	8,994	284,918	292,635	58,159	0	23,810	34,018	214,403	410,495	1,575,598	4,044,619
55,048	13,762	65,355	6,536	251,672	557,253	139,313	166,360	23,810	25,005	183,573	301,690	1,785,021	3,501,538
13,000	3,250	9,222	922	71,782	225,226	58,807	15,373	23,810	3,363	26,032	43,024	469,708	884,984
25,300	6,325	29,943	2,994	110,166	223,422	55,856	15,851	23,810	11,454	99,334	138,205	748,933	1,587,213
13,000	3,250	11,505	1,151	73,632	13,192	3,298	19,486	23,810	4,400	27,350	53,100	271,767	685,299
65,036	16,259	77,226	7,723	251,892	489,725	117,431	16,588	23,810	29,547	280,886	366,476	1,734,892	3,897,752
13,000	3,250	11,263	1,126	74,486	106,050	26,513	37,310	23,810	4,308	50,639	51,984	404,590	811,803
970,000	1,131,000	4,108,000	9,961,000	625,000	500,010	432,523	3,805,509	5,221,000	29,461,581	61,276,473			

\*\*NSIP Allocation includes funding from Allocation for NSIP Entities. Actual Allocation may vary based on FY12 award.  
 \*\*\*These columns indicate the amount of state/ADA match requirement for SWHDM, SHTP and SSBG. This is county dollars and is not included in the total dollars received from the state.



DEPARTMENT OF HEALTH AND SENIOR SERVICES  
DIVISION OF AGING AND COMMUNITY SERVICES  
INITIAL ALLOCATION

Attachment B-2

06	11	14	20	19	17	35				50%	NON-TITLE III	NON-TITLE III	GRAND
50% SWHDM	50% SHTP	50% APS	50% SSBG	71% SHDM	50% CMQA	100% Medicaid	30% NSIP	50% COLA	FUNDS ALLOCATED	FUNDS AUTHORIZED	FUNDS AUTHORIZED	TOTAL	
15,779	18,811	71,824	189,134	0	11,907	14,417	50,078	86,071	502,913	502,913	1,029,043		
51,854	61,698	187,898	415,418	0	11,907	47,280	133,616	282,289	1,338,186	1,338,186	3,044,902		
20,551	24,456	69,645	90,320	0	11,907	18,741	19,566	111,893	425,005	425,005	1,101,019		
27,051	32,229	121,634	402,156	33,178	11,907	24,700	54,373	147,464	931,187	931,187	1,824,748		
7,551	8,969	40,104	65,916	5,187	11,907	6,872	28,374	41,034	237,733	237,733	496,483		
9,205	10,978	48,159	246,674	774	11,907	8,414	20,800	50,230	433,497	433,497	743,517		
53,124	63,545	262,643	736,717	104,555	11,907	48,712	60,252	290,784	1,772,858	1,772,858	3,530,569		
<b>1,706,888</b>	<b>3,112,688</b>												
42,303	50,614	214,474	629,779	53,436	11,907	38,802	113,608	231,615	1,706,819	1,706,819	3,651,157		
6,459	5,100	36,293	38,520	14,306	11,907	3,908	12,661	23,333	167,565	167,565	1,278,963		
19,232	22,923	81,453	286,916	0	11,907	17,569	42,617	104,889	641,988	641,988	2,167,842		
37,026	44,089	144,817	262,703	18,083	11,907	33,788	90,660	201,726	949,239	949,239	1,934,534		
30,429	36,200	124,755	368,377	0	11,907	27,741	76,417	166,628	927,546	927,546	1,180,964		
20,659	24,551	73,804	48,845	8,234	11,907	18,813	122,424	112,327	499,853	499,853	1,988,977		
37,397	44,397	144,534	116,339	0	11,907	34,018	57,199	203,122	754,468	754,468	1,831,209		
27,350	32,624	127,668	278,677	118,429	11,907	25,005	74,382	149,278	922,952	922,952	433,281		
6,459	4,603	36,413	117,636	10,944	11,907	3,363	8,591	21,289	235,642	235,642	784,003		
12,570	14,947	55,884	111,731	11,284	11,907	4,400	10,626	26,275	364,862	364,862	346,144		
6,460	5,743	37,352	6,597	13,872	11,907	29,547	76,982	176,392	139,378	139,378	1,903,468		
32,313	38,550	127,780	234,906	11,816	11,907	4,308	19,330	25,723	831,841	831,841	410,208		
6,459	5,622	37,786	53,036	26,560	11,907	4,308	19,330	25,723	206,600	206,600			
481,989	584,575	2,084,419	4,981,414	444,927	250,047	432,523	1,130,424	2,563,461	14,306,997	14,306,997	30,214,444		