

MINUTES

7:30 p.m. Wednesday, December 28, 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

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	X		
DiMarco			X		
Simmons					
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE**

46235 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.

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

Comments: N/A

46236 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

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

Comments: N/A

46237 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

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

Comments: N/A

46238 RESOLUTION REALIGNING THE GLOUCESTER COUNTY DIVISION OF ADDICTION SERVICES INCLUSIVE OF MUNICIPAL ALLIANCE FROM THE DEPARTMENT OF HUMAN SERVICES TO THE DEPARTMENT OF HEALTH AND SENIOR SERVICES.

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

Comments: N/A

46239 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH REGARDING THE APPROVAL, DESIGN AND CONSTRUCTION OF A CULVERT ON MILL ROAD WITHIN THE TOWNSHIP OF WOOLWICH.

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

Comments: N/A

46240 RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION ADOPTED BY THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ON JANUARY 7, 2011 APPOINTING A COUNTY ASSESSOR FOR THE COUNTY OF GLOUCESTER.

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

Comments: N/A

46241 RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION ADOPTED BY THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ON APRIL 21, 2010 APPOINTING A DEPUTY COUNTY ASSESSOR FOR THE COUNTY OF GLOUCESTER.

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

Comments: N/A

46242 RESOLUTION APPOINTING A NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER AND ALTERNATE NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER.

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

Comments: N/A

46243 RESOLUTION AUTHORIZING APPOINTMENT OF A FIRE COORDINATOR FOR THE COUNTY OF GLOUCESTER IN CONJUNCTION WITH FIVE (5) DEPUTY FIRE COORDINATORS TO SERVE CONCURRENTLY.

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

Comments: N/A

46244 RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE GLOUCESTER COUNTY INSURANCE COMMISSION (GCIC).

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

Comments: N/A

46245 RESOLUTION APPOINTING THOMAS BIANCO AND HUGH GARRISON TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

46246 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, INCREASE #2-FINAL, WITH DEFALCO & BISCONTI, INC., IN THE AMOUNT OF \$27,079.85 REGARDING COUNTY ENGINEERING PROJECT #02-11SA.

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

Comments: N/A

46247 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 11-66-110 BETWEEN THE COUNTY OF GLOUCESTER AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$125,000 FOR THE GLOUCESTER COUNTY SOUTH JERSEY TRANSIT EXPANSION FRAMEWORK STUDY.

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

Comments: N/A

46248 RESOLUTION AUTHORIZING A CONTRACT WITH GROUP MELVIN DESIGN TO UNDERTAKE THE GLOUCESTER COUNTY SOUTH JERSEY TRANSIT EXPANSION FRAMEWORK STUDY IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE CONTRACT TERM OF DECEMBER 28, 2011 THROUGH JUNE 30, 2012.

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

Comments: N/A

46249 RESOLUTION AUTHORIZING A GRANT APPLICATION AND GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION BY THE COUNTY OF GLOUCESTER FOR LOCAL COUNTIES AND MUNICIPALITIES LOCAL BRIDGES FUTURE NEEDS 2012 IN THE AMOUNT OF \$400,000.00.

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

Comments: N/A

46250 RESOLUTION AUTHORIZING A GRANT APPLICATION AND GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION BY THE COUNTY OF GLOUCESTER FOR LOCAL COUNTIES AND MUNICIPALITIES LOCAL BRIDGES FUTURE NEEDS 2012 IN THE AMOUNT OF \$600,000.00.

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

46251 RESOLUTION AUTHORIZING THE PURCHASE OF (ONE) EOD 9 BOMB SUIT FROM ALLEN-VANGUARD TO BE USED BY THE REGIONAL BOMB SQUAD IN THE AMOUNT OF \$23,850.00 FROM THE FY09 HOMELAND SECURITY GRANT. THIS IS A GSA PURCHASE AND THE GSA# IS GS-07F-0207M.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO**

46252 RESOLUTION AUTHORIZING THE PURCHASE OF AUTOMATED LICENSE PLATE READER (ALPR) EQUIPMENT AND ACCESSORIES FROM GENERAL SALES ADMINISTRATION T/A MAJOR POLICE SUPPLY FOR THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND GLOUCESTER COUNTY EMERGENCY RESPONSE THROUGH STATE CONTRACT NUMBER A80311 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$125,000.

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

Comments: N/A

46253 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM DELL MARKETING L.P. FOR THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE THROUGH STATE CONTRACT NUMBER A77003 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$100,000.

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

Comments: N/A

46254 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAGLE POINT GUN/TJ MORRIS & SON FOR THE SUPPLY AND DELIVERY OF FEDERAL AMMUNITION(OR APPROVED EQUAL) FOR SHERIFF'S DEPARTMENT, CORRECTIONS AND THE PROSECUTOR'S OFFICE IN THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$120,000 PER YEAR FOR A PERIOD COMMENCING DECEMBER 28, 2011 AND TERMINATING DECEMBER 27, 2013 WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR PERIOD OR TWO (2) ONE (1) YEAR PERIODS.

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

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DiMARCO
FREEHOLDER CHILA**

46255 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF SWEDESBORO TO PROVIDE LANDSCAPE DESIGN SERVICES.

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

Comments: N/A

46256 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING THE FARM PROPERTY OF DAVIDSON GROUP, LLC, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 46, LOT 8, CONSISTING OF APPROXIMATELY 23.152 ACRES, IN THE AMOUNT OF \$420,208.80 (CERTIFIED AT \$18,150.00 PER ACRE).

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

Comments: N/A

Adjournment 12:43 PM

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

Comments: N/A

~ In Honor of ~
Kingsway Regional High School Field Hockey Team
As South Jersey Group III Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize the Kingsway Regional High School Field Hockey Team for their athletic accomplishments in earning the South Jersey Group III Championship, the Tri-County Conference Royal Championship for the ninth year in a row and being named Gloucester County Times Field Hockey Team of the Year 2011; and

WHEREAS, the Dragons went 18-5 throughout the 2011 season to earn a rematch against the undefeated Ocean City Red Raiders where the Dragons upset the two-time Group III champions with a score of 5-3; and

WHEREAS, the members of the Kingsway Regional High School Field Hockey Team are Taylor Mitros, Emily Lewis, Tina Matteo, Alexa McIntyre, Meghan McLaughlin, Rachel Ippolite, Danielle Higgins, Katie Dickson, Tori Danner, Kelsey Dominik, Jackie Neary, Maria Kustera, Alexis Toanone and Danielle Hall; and

WHEREAS, under the capable guidance of Head Coach Sara Lewis and Assistant Coaches Cassie Todd and Tabitha Williams, the Dragons demonstrated the finest qualities of true champions.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and recognize the Kingsway Regional High School Field Hockey Team for their outstanding accomplishments during the 2011 season.

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 1st day of February, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

*RECOGNIZING THE
WEST DEPTFORD HIGH SCHOOL MARCHING BAND AS
CHAMPIONS OF THE TOURNAMENT OF BANDS,
GROUP III, ATLANTIC COAST CHAMPIONSHIPS 2011*

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the West Deptford High School Marching Band for their outstanding performance and their procurement of the title of first place winner of the Tournament of Bands, Group III, Atlantic Coast Championships for the second year in a row, and for the second time in school history; and

WHEREAS, the West Deptford Marching Band is under the direction of Mr. Thomas Kershaw, Jr., assisted by Mr. Albert Dirkes, Mr. Christopher Adams and Mr. James Wysoczanski; and

WHEREAS, the marching band is led on the field by Drum Major Ms. Michelle Cullen, the band consists of 77 members, competes in the Tournament of Bands marching band circuit, and their 2011 competitive program was entitled "From Twilight 'til Dawn"; and

WHEREAS, the 2011 West Deptford Marching Band competed in 5 regular season competitions and earned first place finishes in each event, winning the South Jersey, Tournament of Bands, Group III Championship for the 6th straight year with a WDHS score of 94.45, and winning first place at the Tournament of Bands, Group III, Atlantic Coast Championships above 16 other invited Group III bands from five states, with a score of 96.65, including 1st place awards for best visual performance, best musical performance and best brass section performance; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate the West Deptford High School Marching Band for its outstanding performance during the 2011 season and commend the band members and directors for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of February, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

**RECOGNIZING
GLOUCESTER COUNTY FIRE TRAINING ACADEMY
50th ANNIVERSARY**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize Gloucester County Fire Training Academy upon the occasion of their 50th Anniversary. The anniversary will be celebrated at the Gloucester County Fire Chief's Banquet to be held at Masso's Crystal Manor in Glassboro, New Jersey on January 12, 2012; and

WHEREAS, the mission of the Fire Academy is to provide fire training and instruction on topics of interest to firefighting personnel. The Fire Academy promotes safety, competence, skills development, personal and organizational growth through affordable and accessible training; and

WHEREAS, on November 16, 1961, the Gloucester County Board of Chosen Freeholders passed a resolution authorizing the training of firefighters on land where the Training Academy is now situated. On April 24, 1965 a Class "A" Fire Tower and Smoke Maze was dedicated, on April 19, 1975 a new classroom was dedicated and on November 11, 1995 a Class "B" Burn building was also dedicated. The Gloucester County Fire Training Academy's training is timely in tactics, techniques and safety through the use of four spacious classrooms equipped with the latest audio and visual instructional aides. Practical applications available in their modern Burn Building are supplemented by a full-sized Aircraft Trainer and a realistic ranch style Smokehouse Dwelling; and

WHEREAS, the Academy has been fortunate to have past and present instructional staff who have been and are passionate, dedicated and selfless "subject matter experts" who exemplify the true meaning of volunteerism. These dedicated professionals often volunteered their time for instructional work as well as making repairs to academy equipment; and

WHEREAS, through the Gloucester County College, a full range of mandatory training courses and a large selection of specialty training programs are offered for the fire service personnel. The Fire Academy, along with Kean University of Union New Jersey provide satellite programming for the New Jersey Division of Fire Safety, as well as many other organizations; and

WHEREAS, over the last 50 years, the Academy has excelled in its stated mission to provide instruction with an environment that enhances both learning and practical skills training. To this goal the Academy has established a Standard of Conduct which delineates certain rules and general guidelines that are intended to ensure a rewarding experience while attending the various programs at the Fire Academy; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby **recognize and congratulate Gloucester County Fire Training Academy upon the occasion of their 50th Anniversary.**

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 12th day of January, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Cpl Andrew Levin

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Cpl Andrew Levin**, from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at the home of his parents John and Barbara Levin, 12 Winchester Drive in Sewell, New Jersey on Friday, January 20, 2012; and

WHEREAS, **Andrew Levin** is a 2006 graduate of Washington Township High School. After graduation **Andrew** enlisted in the United States Marine Corps and received his Basic Training at Parris Island, South Carolina. **Andrew** went on to complete Infantry Training at Camp Lejeune, North Carolina and was assigned to Security Forces with orders to report to Kings Bay Naval Submarine Base. **Andrew** was then transferred to **Fleet Marine 1st Battalion, 5th Marine Regiment Bravo Company** at Camp Pendleton, California. After Camp Pendleton he trained with his unit at 29 Palms, California for deployment to Afghanistan; and

WHEREAS, while deployed in Afghanistan **Cpl Levin's** unit saw duty in the Sangin District within the Helmand Province in Southern Afghanistan where many brave Marines paid the ultimate sacrifice for their country. During this time 17 Marines lost their lives and over 150 were awarded Purple Hearts. Having served with honor and distinction **Cpl Levin** has been awarded the **Marine Corps Good Conduct Medal**, the **National Defense Medal**, the **Global War on Terrorism Medal**, the **NATO Medal**, the **Afghanistan Campaign Medal** with **Battle Star**, the **Combat Action Ribbon**, the **Navy Unit Citation Ribbon** and the **Sea Service Deployment Ribbon**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Cpl Levin** 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, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace are honored to welcome home **CPL Andrew Levin** 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 20th day of January, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, on July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY" ("General Bond Resolution"), as amended and supplemented by a resolution adopted by the Authority on September 9, 1992 and entitled, "SERIES 1992 SUPPLEMENTAL RESOLUTION NO. 1 AMENDING CERTAIN PROVISIONS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY'S GENERAL BOND RESOLUTION DULY ADOPTED JULY 8, 1992" ("First Supplemental Resolution"), pursuant to which the Authority, among other things, issued three series of its Bonds (as defined in the General Bond Resolution) consisting of: (i) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series A) in the aggregate principal amount of \$26,500,000 ("1992 Series A Bonds"); (ii) Federally Taxable County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series B) in the aggregate principal amount of \$2,665,000 ("1992 Series B Bonds"); and (iii) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series C) in the aggregate principal amount of \$7,600,000 ("1992 Series C Bonds" and together with the 1992 Series A Bonds and the 1992 Series B Bonds, the "1992 Bonds") to provide for, among other things, the refunding of all of the outstanding 1987 Bonds (as defined in the General Bond Resolution), 1988 Bonds (as defined in the General Bond Resolution) and 1991 Bonds (as defined in the General Bond Resolution) issued by the Authority pursuant to the Prior General Bond Resolution (as defined in the General Bond Resolution) (collectively, the "1992 Refunding Project"); and

WHEREAS, punctual payment, when due, of, *inter alia*, the principal of and interest on the 1992 Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board of the County on April 24, 1985 ("Original Guaranty Ordinance"), as amended by a guaranty ordinance of the County finally adopted by the Board on June 1, 1988 ("First Amending Guaranty Ordinance"), a guaranty ordinance of the County finally adopted by the Board on January 23, 1991 ("Second Amending Guaranty Ordinance") and a guaranty ordinance of the County finally adopted by the Board on July 22, 1992 ("Third Amending Guaranty Ordinance"); and

WHEREAS, on May 14, 2003, the Authority issued its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 2003 Refunding Series A) in the aggregate principal amount of \$9,645,000 ("2003 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution and a resolution adopted by the Authority on January 16, 2003 and entitled, "SUPPLEMENTAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY: (i) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$15,000,000 OF THE AUTHORITY'S COUNTY

GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, 2003 REFUNDING SERIES A); (ii) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (iii) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (iv) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (v) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Second Supplemental Resolution") to finance the current refunding of \$13,605,000 aggregate principal amount of the 1992 Series A Bonds maturing on September 1 in the years 2003 to 2008, inclusive ("1992 Series A Refunded Bonds"), which were subject to optional redemption prior to maturity on or after September 1, 2002 ("2003 Refunding Project"); and

WHEREAS, punctual payment, when due, of the principal of and interest on the 2003 Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on January 29, 2003 ("Fourth Amending Guaranty Ordinance"), further amending the Original Guaranty Ordinance, as amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance and the Third Amending Guaranty Ordinance; and

WHEREAS, on September 18, 2008, the Authority issued its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2008), in the aggregate principal amount of \$15,905,000 ("2008 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and as further amended and supplemented by a resolution adopted by the Authority on April 17, 2008 and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992 AND JANUARY 16, 2003: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$16,000,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2008); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Third Supplemental Resolution"), to finance the acquisition, design, construction and equipping of an approximately fifty-two (52) acre lateral expansion of the Gloucester County Solid Waste Complex ("Complex") located in the Township of South Harrison ("Township"), in the County to increase the waste disposal capacity of the Complex, consisting of, among other things, the acquisition of Lot 9, Block 9 located in the Township; submission of the New Jersey Department of Environmental Protection permit application for the lateral expansion; and design, construction and equipping of access roads, storm water management swales and basins, leachate collection and conveyance systems and new cell construction to accommodate the lateral expansion (collectively, the "2008 Project"); and

WHEREAS, punctual payment, when due, of the principal of and interest on the 2008 Bonds is unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on April 16, 2008 ("Fifth Amending Guaranty Ordinance"), further amending the Original Guaranty Ordinance, as amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance, the Third Amending Guaranty Ordinance, and the Fourth Amending Guaranty Ordinance (the Original Guaranty Ordinance, as heretofore amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance, the Third Amending Guaranty Ordinance, the Fourth Amending Guaranty Ordinance, and the Fifth Amending Guaranty Ordinance is hereinafter referred to as the "Prior Guaranty Ordinance"); and

WHEREAS, in connection with implementation of the 2008 Project, the Authority adopted Resolution No. 218-09 on September 17, 2009 entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003 AND APRIL 17, 2008 AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION IN CONNECTION WITH THE 2008 PROJECT" ("Fourth Supplemental Resolution"), which amended the definition of the 2008 Project

to authorize two additional capital projects at the Complex (in the approximate aggregate amount of \$2,217,000) consisting of (i) the acquisition, construction and installation of approximately 1,600 linear feet of replacement leachate force main, piping and valves, collection pumps and associated equipment, riser sections for valve boxes and leachate detection manhole and other related site improvements ("Leachate Lift Station Rehabilitation Project") and (ii) the acquisition by the Authority of an approximately 36.9 acre portion of Block 9, Lot 4 on the Township Tax Maps (574 Harrisonville Road) for the purpose of future expansion of the Complex ("2009 Land Acquisition Project") to be undertaken with a portion of the balance of the proceeds of the 2008 Bonds; and

WHEREAS, the Authority desires to authorize the issuance of its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2012), in the aggregate principal amount of not-to-exceed \$5,750,000 ("2012 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, AND SEPTEMBER 17, 2009: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$5,750,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Fifth Supplemental Resolution" and together with the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, and the Fourth Supplemental Resolution, the "Bond Resolution"), to finance the acquisition, design, construction and equipping of new Cell 11B at the Complex to increase the waste disposal capacity of the Complex, submission of the New Jersey Department of Environmental Protection permit application for new Cell 11B, and acquisition, design, and construction of other related capital improvements at the Complex consisting of, among other things, groundwater well installation, pump house maintenance, lockout on tanker loading pump station, leachate storage tank repairs, and gas collection system improvements (collectively, the "2012 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2012 Bonds to purchase the 2012 Bonds and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A. 40:37A-80*), to further amend the Prior Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2012 Bonds as further described herein (the Prior Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. This Guaranty Ordinance shall be adopted by the Board of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40A:2-1 et seq.*) ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2012 Bonds in a total aggregate principal amount not-to-exceed \$5,750,000, which 2012 Bonds are to be issued for the purpose of financing the costs of the 2012 Project as defined and further described in the preambles hereof, such 2012 Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Fifth Supplemental

Resolution authorizing the issuance of the 2012 Bonds and consistent with the provisions of the Act. Any 2012 Bonds which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented including by the Fifth Supplemental Resolution authorizing the issuance of the 2012 Bonds shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2012 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2012 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2012 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2012 Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, if not available from Revenues of The Gloucester County Improvement Authority, of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the County of Gloucester, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER, NEW JERSEY

By: _____
Freeholder-Director".

Section 5. The Freeholder-Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Guaranty Ordinance as the Freeholder-Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the Clerk of the Board and Deputy Clerk of the Board are each authorized to attest to the signature of the Freeholder-Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

Section 6. It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2012 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$5,750,000, shall, after the issuance of such 2012 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2012 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2012 Bonds until the end of the fiscal year beginning next after the completion of the 2012 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year

if the revenues or other receipts or money of the Authority in such year relative to the 2012 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2012 Bonds issued to finance the costs of the 2012 Project or as otherwise provided by law.

Section 7. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2012 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2012 Project to be financed in accordance with the transaction contemplated hereby is, \$5,750,000.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$5,750,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2012 Bonds.

Section 8. The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer") are each hereby authorized and directed, to the extent necessary or desirable, to negotiate on behalf of the County with the Executive Director and/or the Acting Executive Director of the Authority and any designees thereof, the amount of all direct and indirect costs of the County arising from or relating to the issuance of this County Guaranty, including but not limited to the County Guaranty fee and counsel fees, to be charged by the County in such aggregate amount as the Authorized Officer deems appropriate.

Section 9. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law and other applicable law; provided, however, that in no event shall this Guaranty Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A.* 40A:5A-7.

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on February 8, 2012 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

ROBERT N. DILELLA, Clerk of the Board
of Chosen Freeholders of the County of
Gloucester, New Jersey

AI

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED JABEZ COONEY, A MINOR, THROUGH HIS PARENTS AND NATURAL GUARDIANS, ELEASE ELLIS-COONEY AND JEROME COONEY V. LA PETITE ACADEMY AND COUNTY OF GLOUCESTER, ET AL., DOCKET NO. GLO-L-773-10

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. 10:4-12(b)(7), which items are recognized as requiring confidentiality due to pending litigation; 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. 10:4-12(b)(7).

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 **February 1, 2012**;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of pending litigation captioned Jabez Cooney, a minor, through his parents and natural guardians, Elease Ellis-Cooney and Jerome Cooney v. La Petite Academy and County of Gloucester, et al., Docket No. GLO-L-773-10.
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 February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS, BRADD THOMPSON V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2011-2192; AND, ANDREW MCCLAVE V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2010-26868

WHEREAS, the Petitioners have filed claims against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel have reached a proposed resolution of the matter(s), said proposal having been received by the Court for reasonableness.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claims filed by the herein mentioned Petitioners are hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Bradd Thompson	2011-2192	\$ 3,400.00	Law enforcement activities
Andrew McClave	2010-26868	\$ 3,090.00	Exposure

BE IT FURTHER RESOLVED that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the dispositions as set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A3

**RESOLUTION AUTHORIZING ACCEPTANCE OF PAYMENT
IN THE AMOUNT OF \$87,962.71 RELATIVE TO A CLAIM FOR
DAMAGES AT THE COUNTY'S BOARD OF ELECTIONS
BUILDING AND EXECUTION OF RELEASE**

WHEREAS, due to a leaking roof at the County's Board of Elections building located at 550 Grove Road, the roof and various building contents sustained damage; and

WHEREAS, the damage included but is not limited to the roof, equipment and supplies at the facility such as computers, printers, scanners, walls, carpet, state voter ID cards, vote by mail ballots, etc.; and

WHEREAS, the payment of \$87,962.71 has been offered by Continental Insurance Company on behalf of their insured Patriot Roofing, Inc. in resolution of the claim; and

WHEREAS, the County's Risk Manager, Dean Sizemore, has reviewed the amount of damage sustained and the offered payment of \$87,962.71 is sufficient to repair said damage.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts payment in the amount of \$87,962.71 from Continental Insurance Company for damages referenced herein above, and that the County Administrator shall be authorized to execute the Release or other documents necessary to effectuate resolution of this claim.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A4

RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENTS WITH ELK TOWNSHIP, HARRISON TOWNSHIP, BOROUGH OF NEWFIELD, MONROE TOWNSHIP AND SOUTH HARRISON TOWNSHIP FOR ASSESSMENT SERVICES

WHEREAS, Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis pursuant to N.J.S.A. 54:1-86 et. seq.; and

WHEREAS, Elk Township, Harrison Township, Borough of Newfield, Monroe Township and South Harrison Township have signed the Cooperation Agreements for assessment services in the local municipality; and

WHEREAS, the Cooperation Agreement will cover the selection of reevaluation firms, transfer surplus property and, responsibility of fees and costs and cooperation for the orderly transfer of property assessment function from the Municipality/Borough to the County.

NOW THEREFORE, BE IT RESOLVED the County of Gloucester shall enter into Cooperation Agreements with Elk Township, Harrison Township, Borough of Newfield, Monroe Township, and South Harrison Township for regionalized tax assessment pursuant to N.J.S.A. 54:1-86.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____, 2011, is made by and between the County of Gloucester ("County") and the Township of Elk, ("Municipality").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm;
- D. In order to select the appropriate firm, the County will solicit proposals from such firms;
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process;
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

- 1. **Selection of Revaluation Firm:**
 - a. The County will solicit and receive proposals from firms interested in providing revaluation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. **Transfer of Surplus Property:**

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. **Responsibility for Fees and Costs in Certain Circumstances:**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:

- i. With regard to appeals for any tax year prior to and including 2010 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.

For properties in which a tax appeal includes multiple years the cost will be shared by the Municipality and the County. As follows:

The County will be responsible for tax year 2011 and the Municipality will be responsible for any appeals for 2010 and any prior years.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending

for the period prior to 2011, will be solely the responsibility of the County.

- c. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer;
- d. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.

4. **Cooperation in Effectuation of Transfer of Property Assessment**

Function: N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et. seq., further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.

5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.

6. **Entire Agreement.** This 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.

7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. **Counterparts.** This 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

BY:

TOWNSHIP OF ELK

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____, 2011, is made by and between the County of Gloucester ("County") and the Township of Harrison, ("Municipality").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm;
- D. In order to select the appropriate firm, the County will solicit proposals from such firms;
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process;
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

1. Selection of Revaluation Firm:

- a. The County will solicit and receive proposals from firms interested in providing revaluation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. **Transfer of Surplus Property:**

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. **Responsibility for Fees and Costs in Certain Circumstances:**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:

- i. With regard to appeals for any tax year prior to and including 2010 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.

For properties in which a tax appeal includes multiple years the cost will be shared by the Municipality and the County. As follows:

The County will be responsible for tax year 2011 and the Municipality will be responsible for any appeals for 2010 and any prior years.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending

for the period prior to 2011, will be solely the responsibility of the County.

- c. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer;
- d. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.

- 4. **Cooperation in Effectuation of Transfer of Property Assessment**
Function: N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et. seq., further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This 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.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. **Counterparts.** This 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

BY:

TOWNSHIP OF HARRISON

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2011, is made by and between the County of Gloucester ("County") and the Township of Monroe, ("Municipality").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm;
- D. In order to select the appropriate firm, the County will solicit proposals from such firms;
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process;
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

- 1. **Selection of Revaluation Firm:**
 - a. The County will solicit and receive proposals from firms interested in providing revaluation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. Transfer of Surplus Property:

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. Responsibility for Fees and Costs in Certain Circumstances:

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:

- i. With regard to appeals for any tax year prior to and including 2010 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.

For properties in which a tax appeal includes multiple years the cost will be shared by the Municipality and the County. As follows:

The County will be responsible for tax year 2011 and the Municipality will be responsible for any appeals for 2010 and any prior years.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending

for the period prior to 2011, will be solely the responsibility of the County.

- c. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer;
 - d. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.
4. **Cooperation in Effectuation of Transfer of Property Assessment**
Function: N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et. seq., further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
6. **Entire Agreement.** This 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.
7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. **Counterparts.** This 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

BY:

TOWNSHIP OF MONROE

A4

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2011, is made by and between the County of Gloucester ("County") and the Borough of Newfield, ("Municipality").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm;
- D. In order to select the appropriate firm, the County will solicit proposals from such firms;
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process;
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

1. Selection of Revaluation Firm:

- a. The County will solicit and receive proposals from firms interested in providing revaluation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. **Transfer of Surplus Property:**

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. **Responsibility for Fees and Costs in Certain Circumstances:**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:

- i. With regard to appeals for any tax year prior to and including 2010 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.

For properties in which a tax appeal includes multiple years the cost will be shared by the Municipality and the County. As follows:

The County will be responsible for tax year 2011 and the Municipality will be responsible for any appeals for 2010 and any prior years.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending

for the period prior to 2011, will be solely the responsibility of the County.

- c. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer;
 - d. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.
4. **Cooperation in Effectuation of Transfer of Property Assessment**
Function: N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et. seq., further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
6. **Entire Agreement.** This 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.
7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. **Counterparts.** This 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

BY:

BOROUGH OF NEWFIELD

A4

COUNTY ASSESSOR
COOPERATION AGREEMENT

COPY

THIS AGREEMENT ("Agreement"), dated this 10th day of March, 2010, is made by and between the County of Gloucester ("County"), and Elk Township, Harrison Township, Monroe Township, Borough of Newfield, South Harrison Township, and the Borough of Wenonah, (hereinafter collectively referred to as "the Municipalities").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. N.J.S.A. 54:1-90b(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for a particular municipality upon his finding that the municipality itself implemented a revaluation. The municipalities referenced in the preamble of this agreement have completed or will complete revaluations prior to April 1, 2010. As provided for by the Act, these municipalities are entitled to reimbursement for certain costs associated with the revaluation.
- D. In addition, the County and the Municipalities need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

- 1. Reimbursement of Revaluation Costs
 - a. In order to implement the purposes of the Act, the Chief Financial Officer of each of the Municipalities shall certify the actual

cost incurred by that municipality for the revaluation completed by that municipality prior to April 1, 2010. The Chief Financial Officer shall submit to the County Tax Assessor that certification together with a copy of the revaluation contract approved by the Director of the New Jersey Division of Taxation.

- b. The County Assessor will review the reimbursement request to insure that it is in appropriate form, and that the costs are customary, reasonable, and consistent with the contract approved by the Director of the Division of Taxation. If appropriate, the County Assessor will recommend to the Board of Chosen Freeholders that it approve the requested reimbursement in an amount not to exceed the amount of the contract approved by the Director of the Division of Taxation.
- c. Within forty-five days of adoption of the County Budget, the County will reimburse the municipality for the approved costs of the revaluation.

2. **Transfer of Surplus Property:**

- a. Each Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Each Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. **Responsibility for Fees and Costs in Certain Circumstances:**

- a. County and Municipalities acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:
 - i. With regard to appeals for any tax year prior to and including 2010, County and the Municipality in which the property, which is the subject of the appeal, is located will share the costs, dependent upon and determined by the number of years under appeal.

For example: Corporation X, which owns property in Municipality Y, is still prosecuting a tax appeal first filed in 2007. Corporation X files an appeal in 2011 for the same property. Five years are now under appeal, one of which – 2011 – is now under the jurisdiction of the County. The County should be responsible for 20% of the costs and Municipality Y shall be responsible for 80% of the costs. This pro rata obligation will continue to apply until the matter is concluded.

On or before January 15th of each year, the County shall give notice to the municipal clerk of the amount of reimbursement due the County pursuant to Section 3 b.i. of this Agreement. No later than February 15th each year, the Municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeal defense.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending for the period prior to 2011, will be solely the responsibility of the County.
- c. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.

4. **Cooperation in Effectuation of Transfer of Property Assessment Function:**

N.J.S. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S. 54:1-86 et. seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipalities agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.

- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This 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.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. Counterparts. This 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.

ATTEST:

ROBERT N. DI LELLA, CLERK

ATTEST:

ATTEST:

ATTEST:

ATTEST:

ATTEST:

Nancy E. Adams

ATTEST:

COUNTY OF GLOUCESTER

~~STEPHEN M. SWEENEY, DIRECTOR~~
ROBERT M. DAMMINGER, DIRECTOR

Township of Elk

BY:

Township of Harrison

BY:

Township of Monroe

BY:

Borough of Newfield

BY:

Township of South Harrison

J. McCall
BY: _____

Borough of Wenonah

BY:

**RESOLUTION AUTHORIZING THE COUNTY TO ACCEPT AND RATIFY
A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE FOP #165, SHERIFF'S OFFICE
SUPERIOR OFFICER ASSOCIATION FOR THE PERIOD
JANUARY 1, 2011 TO DECEMBER 31, 2014**

WHEREAS, the County of Gloucester and the *FOP #165, Gloucester County Sheriff's Office Superior Officer Association* have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement"), for those employees of Gloucester County Sheriff's Office represented by said FOP #165; and

WHEREAS, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2011 through December 31, 2014; and

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *FOP #165, Gloucester County Sheriff's Office Superior Officer Association*, which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2011 and concluding December 31, 2014.
3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

FOP 165 Sheriff Lieutenants & Captain
Memorandum of Understanding

Term: 1/1/11 to 12/31/14

I titles plural and single, male and female. Clarify FOP representation.

II

- Clarify that only the CBU can file for arbitration
- Adjust time frames to 10 day windows at Levels 1 through 3
- Clarify that past practices and Arbitrations have been negotiated
- Clarify procedure in matters of major discipline

III

- Lieutenants are 2184 annual hours (consistent with FOP 165 Correction Lieutenants)
- If overtime falls in a pay period in which the pay day occurs in a week with a Monday holiday, the overtime will be paid out in the succeeding pay day
- For overtime purposes, sick leave not to be counted as hours worked for new employees
- Establish compensatory time as an option in lieu of monetary overtime compensation

IV

- Establish language that existing employee salaries meet Correction Lieutenants and new hires
- Establish a \$6,500 differential between Lieutenant and Sergeant salary and a \$2,750 differential between Lieutenant and Captain salary
- Establish promotional amounts and raises for new hires
- Add language that states that effective 1/1/11, the employees covered under this agreement and future employees covered under this Agreement do not receive any longevity compensation, reward or bonus. Existing employees have had such compensation rolled-into base salary and new employees are not eligible. Eliminate all bonus and buyback language
- Allow payout on the following pay period if the holiday falls on the Monday that payroll is run

V

- Specify that employees are responsible for uniform maintenance
- Clarify retirement badge and ID issuance

VI

- Add language about being self-insured
- Employee contributions change in accordance with state statute
- Clarify existing plans and co-pays
- Employees may elect to enroll in Delta Premiere as well as dependents with any cost in excess of \$31 to be paid by the employee
- Ok to make similar to county policy of 25 in pension, 7 with county for Rx
- Amend Dental section for correct open enrollment and effective timeframe

- Clarify that as of the drafting of the contract the County of Gloucester was self-ensured and further clarified that the County reserves the right to change the third party administrator or change from a self insured program to a State Health Benefits Program or a Private insurance carrier so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).
- Through February 1, 2012, clarify that the waiver provision does not apply to employees who are covered by another member of the family that is employed by Gloucester County.

VII

- Specify holidays and that employees shall not be required to work these days

VIII

- Reduce vacation leave accrual for employees hired after 1/1/11
- Provide carry over limitation
- Clarify in case of death of the employee

IX

- Travel reimbursement to be exclusive of travel to and from work
- Meal reimbursement to be consistent with Sheriff Officer contract
- Delete extradition language – no longer applicable

X

- Reduce sick leave accrual for employees hired after 1/1/11 to 8 days per year
- Add civil union partner in accordance with state statute
- Add sick leave retirement buyout in accordance with statute
- Add reference to HR policy on sick leave
- Eliminate sick leave redemption
- Move Leaves of Absence language into this section
- Revise to reflect FMLA and NJFLA for unpaid leaves of absence

XI ok

XII Rename section Workers Compensation – clarify that employees on Workers Comp after the first year receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

XIII ok

XIV Make association leave consistent with other FOP-Correction contracts

XV Allow re-opening by mutual agreement for State Statute changes that directly affect CBA.

XVI ok

XVII ok

XVIII ok

XIX

- Update vest language to current practice
- Reduce ammunition from 500 to 200 rounds, subject to manufacturer availability

XX

- Delete reverse seniority language – not applicable

XXI

- Added retroactive issuance timeframe

XXII Strengthen disciplinary process

XXIII Clarify that past practices and Arbitrations have been negotiated

Appendix A - Establish salaries for Tier 1 and Tier 2 (those hired on or after 1/1/11)

Appendix B - revise to specify uniform policy and practices

Appendix C - Memorialize dental premiums for 2011

A5

AGREEMENT

Between

Gloucester County Superior Officers Association FOP Lodge #165
FOP New Jersey Labor Council

And The

Gloucester County Board of Chosen Freeholders/
Gloucester County Sheriff

For the period of

JANUARY 1, 2011 through DECEMBER 31, 2014

Prepared by
RJ Anderson
Staff Representative
FOP NJ Labor Council
January 12, 2012

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	4
I	RECOGNITION	4
II	GRIEVANCE PROCEDURE	5
III	WORKDAY, OVERTIME, CALL BACK, STANDBY	8
IV	WAGES	10
V	UNIFORMS	11
VI	MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS, CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXABLE SPENDING PLANS	11
VII	HOLIDAYS	16
VIII	VACATION, CARRY OVER, SENIORITY	16
IX	EMPLOYEE REIMBURSEMENT	18
X	SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION	18
XI	AUTHORIZED LEAVE	20
XII	WORKERS COMPENSATION	21
XIII	MANAGEMENT RIGHTS	22
XIV	ASSOCIATION RIGHTS	23
XV	RE-OPENER PROVISION	24
XVI	DUES DEDUCTION	24
XVII	REPRESENTATION FEE	25
XVIII	MAINTENANCE OF OPERATION	27

XIX	WORKING CONDITIONS AND SAFETY ITEMS	28
XX	EMPLOYEE RIGHTS, RECORDS, HEARINGS, LEGAL REPRESENTATION, SENIORITY	29
XXI	MISCELLANEOUS PROVISIONS, SHIFT CHANGE RETROACTIVITY	30
XXII	DISCIPLINE APPEALS	32
XXIII	FULLY BARGAINED CLAUSE	33
XXIV	DURATION, EXECUTED AGREEMENT	34

APPENDIX

APPENDIX "A"	Salary Schedule	35
APPENDIX "B"	Uniforms	36
APPENDIX "C"	Dental Employee costs to employees	37

PREAMBLE

This Agreement is entered into this _____ day of _____, 2012 by and between the Board of Chosen Freeholders/Sheriff of The County of Gloucester, (Hereinafter referred to as the "Employer") and the Sheriff's Office Superior Officers Association, Fraternal Order of Police Lodge #165 (Hereinafter referred to as the SOA). In consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE I

RECOGNITION

- A. The employer agrees to recognize the SOA as the exclusive bargaining agent for the full time Employees classified as County Sheriff's Officer Lieutenant and County Sheriff's Officer Captain, hereinafter termed "Employees", but excluding all other Employees not specifically included above.
- B. Where appropriate, the rules and regulations of the Merit Review Board and the Public Employment Relations Commission shall cover Employees under this Agreement. Those rules and regulations, will, when appropriate, be interpreted solely by the respective Commissions.
- C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.
- D. The County of Gloucester recognizes the Gloucester County Superior Officers association FOP Lodge #165 an affiliate of the FOP NJ Labor Council as sole representatives for the majority employees represented in the Agreement.

ARTICLE II

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Nothing contained herein shall be constructed as limiting the right of any Employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the SOA, provided such adjustment is not inconsistent with the terms of this Agreement.
3. An employee who wishes to pursue a grievance against the advice of the SOA may pursue it through Step 3 only. Arbitration shall only be initiated by the SOA.

B. DEFINITIONS

1. A "Grievance is a claim by an employee, group of Employee's, or the SOA on behalf of an Employee or group of Employees, based upon the interpretation, application or violation of this Agreement, administrative rules and policies. The sole remedy available to any Employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.
2. A Grievance may be implemented as a disciplinary appeals process.
3. An "Aggrieved Person" is a person or persons or the SOA making a claim of a change in terms and conditions of employment or a misinterpretation of this Agreement.

C. PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may be, however, extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the SOA may proceed to the next level.

LEVEL ONE: A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. The Undersheriff shall render a written decision within ten (10) calendar days after receipt of the

grievance. Failure of the SOA to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

LEVEL TWO: In the event a settlement has not been reached through Level One procedures. A grievance may be filed with the County Administrator or his designee within ten (10) calendar days following receipt of the determination of Level One. The County Administrator or his designee shall schedule and hold a meeting within ten (10) calendar days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

LEVEL THREE: In the event a settlement has not been reached through Level Two procedures, a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

LEVEL FOUR: In the event a settlement has not been reached through Level Three procedures, the SOA may, after determining that the grievance is meritorious, submit the grievance to arbitration through the Public Employee Relations Commission (PERC) within ten (10) calendar days.

D. ARBITRATION

1. If the SOA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.
2. It is understood that arbitration is limited to grievances based upon the interpretation, application or violation of the four corners of this Agreement or on Appeal for a disciplinary action.
3. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions and rules of PERC, or a Court Competent of Jurisdiction.
4. The arbitrator shall not consider any past practice precedent or prior arbitration award of the parties except to the extent needed to clarify ambiguous language of this Agreement, except in a disciplinary appeal to the extent that use of such evidence shall not conflict with the terms of Article XXII of this agreement.
5. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement and is to review any issue based on the four corners of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceedings unless otherwise agreed to in writing by the parties.
7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

E. COSTS

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Employer and the SOA. Any other expenses incurred shall be paid by the parties incurring same.

F. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the SOA. When an Employee is not represented by the SOA, the SOA shall have the right to be present and to state its views at all stages of the grievance procedure.

E. REPRISALS

There shall be no reprisals against the SOA, management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

F. GROUP GRIEVANCE

If in the judgment of the SOA a grievance affects more than one Employee, the SOA shall identify the Employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two, The SOA may process such a grievance through all levels of the grievance procedure.

G. MISCELLANEOUS

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person and the SOA.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred in this Article.
4. Major Discipline of six (6) days suspension or greater is not appealable through this Agreements Grievance Procedure. It must go through the Merit System Review Board or Courts of Competent Jurisdiction.

ARTICLE III

WORKDAY, OVERTIME, CALL BACK, STANDBY

A. WORKDAY, WORKWEEK, WORK PERIOD AND LEAVE TIME ASSESSMENT

1. WORKDAY, WORKWEEK, and WORK PERIOD

Effective Monday, February 13th, 2012, Lieutenants will be scheduled to work an average of five (5) eight (8) hour shifts per week plus an additional four (4) hours per pay period. The workday shall consist of an average eight (8) hours inclusive of a thirty (30) minute meal break.

The Captain will be scheduled to work five (5) eight (8) hour shifts.

The standard eight (8) hour shift will be 0700 hours to 1500 hours or 0800hours to 1600 hours. The workweek for Employees normally shall be Monday through Friday with Saturday and Sunday as off duty days.

This work day, workweek, work period is based on a flex time based system in which for the benefit of the Department and the County of Gloucester, the officers may use some of their daily assigned schedule to cover an extended day i.e. Freeholder Meetings or other assignments or activities that normally would cost the Department an overtime expense. The work pay period for the Lieutenants consists of eighty four (84) hours. The work pay period for the Captain consists of eighty (80) hours.

2. LEAVE TIME ASSESSMENT

Each workday shall be considered as an eight (8) hour day for the purposes of vacation, personal leave, sick leave, bereavement leave, administrative leave and union leave unless stipulated otherwise.

3. SHORT LEAVE NOTICE

Upon request, the Sheriff or his designee, with twenty four (24) hours notice shall authorize two (2) hours, four (4) hours or eight (8)hours of vacation or administrative leave to any Employee. The Sheriff or his designee may waive this requirement.

4. OVERTIME

An Employee working the average eight (8) hour shift schedule who is required to work in excess of eighty-four (84) hours, or eighty (80) hours as applicable, in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime. The first ten (10) hours of overtime in a year will be compensated in compensatory time unless the Employer opts to pay out in cash. Thereafter, the next 135 hours may be paid out in compensatory time or cash at the employee's option. Any overtime after 145 hours must be paid in compensatory time unless the Sheriff/designee designates an emergency matter

that requires the employee to work overtime and the employee has the option to receive compensation as compensatory time or cash.

The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one half (1 1/2) times the Employee's hourly rate. For purposes of calculating the overtime rate, the Employee's hourly rate is derived by dividing the sum of his base pay by 2184, or 2080 as applicable, hours. The compensatory time earned for hours worked in excess of 84 in the two week pay period shall be earned at time and a half.

Overtime shall include any necessary travel time for official business, as per the F.L.S.A.

Tier 1 Employees: For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays. Tier 2 Employees: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays; in other words, for overtime purposes, sick leave not to be counted as hours worked for Tier 2 employees. See Article IV A 3.

5. CALL BACK

If an Employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the Employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

6. STANDBY PAY

If an Employee is required to be on standby, he shall receive one (1) hour pay for every sixteen (16) hours on standby.

7. COMPENSATION TIME

Compensatory time is given in lieu of payment. All compensatory time is at the time and one half (1 1/2) value. Employees shall attempt to use earned compensatory time within a ninety (90) day period of time from the date earned. If not used within the 90 day period, time off may be imposed by the Employer. An employee may be permitted to carry over an amount of up to ninety six (96) hours into the following year. No employee may carry over to the following year more than 96 hours of accrued compensatory time. Any unused compensatory time shall be paid at time of retirement or separation from employment.

ARTICLE IV

WAGES

A. SALARIES

1. The salaries of all Employees covered by this Agreement are set forth in Salary APPENDIX "A", which is attached to this Agreement as page # 34. The salaries are based on the 2184 annual work hours for the Sheriff Lieutenants and the 2080 annual work hours for the Sheriff Captain.
2. Employees covered by this Agreement receive the annual salary adjustment scheduled as of January 1st of each appropriate year.
3. Present employees those hired prior to January1, 2011 are considered Tier 1 Employees. Employees hired after January1, 2011 are considered Tier 2 employees.
4. Tier 1 Employees shall receive annual salaries that meet or exceed that of GC Corrections Lieutenants. Tier 1 Employees shall never be compensated at an annual salary lower then a Tier 2 Employee. At no time shall the base salary differential between a maximum step Sergeant and a Lieutenant be less than \$6,500 and at no time shall a Captains salary be less than \$2,750 above Lieutenant.
5. Tier 2 employees shall upon promotion to Lieutenant receive a flat increase salary amount of \$6,500 over the existing Tier 2 Sergeants rate of compensation and then in subsequent years a 2% increase.
6. Tier 2 employees shall upon promotion to Captain receive a flat increase salary amount of \$2,000 over the existing Tier 2 Lieutenants rate of compensation and then in subsequent years a 2% increase.

B. LONGEVITY

All employees presently covered by this agreement or future employees that shall be covered by this agreement shall not receive any longevity payment as a component of wage compensation effective January1, 2011. Existing employees have had such compensation rolled-into base salary and new employees are not eligible.

C. GRAND JURY OR COURT TIME

Any Employee required to appear before any Court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable.

Any Employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time

off, with pay, or if attendance is required on off duty hours, shall receive overtime pay, if applicable

D. PAY FOR ASSUMING HIGHER POSITION

Any Employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the Employee's salary level.

E. SEPARATE CHECK PAYMENT

Any financial compensation due an officer shall be in their normal payroll cycle or in the normal purchase order/voucher cycle. In the event of a Monday Holiday any overtime compensation shall be received in the following pay check period.

ARTICLE V

UNIFORMS

A. ITEMS OF ISSUE

1. The Employer shall provide each Employee upon promotion with the items of clothing and equipment included in Appendix "B" attached to this Agreement at no cost to the Employee. Appendix "B" is on page # 35

The Employees are responsible to maintain and wear uniforms as stipulated in the GC Sheriffs Standard Operating Procedures and Rules & Regulations Manual.

2. Upon retirement under any retirement option of PFRS the County of Gloucester shall issue to the retiring employee a "RETIRED" Identification card and wallet badge

B. MAINTENANCE ALLOWANCE

Effective January 1, 2005 there is no maintenance allowance, all costs to maintain the officer's uniform is the responsibility of the officer. This does not pertain to uniforms damaged in the course of a work related incident.

ARTICLE VI

**MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS,
CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXIBLE SPENDING PLANS**

A. HEALTH BENEFITS

1. The Employer is a "self insured" employer and shall provide the following health benefits for each Employee and his eligible dependents. The list of eligible dependents is in the GC Annual Enrollment Booklet for membership in the GC Health Care Program.

2. The employee shall as per NJS have a one and one half (1 ½%) percent of their pensionable base salary deducted from their annual pay to offset the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay from January 1, 2011 through the effective date of the Chapter 78 of the 2011 laws enacted June 28, 2011.

An IRS type 125 plan commonly referred to as a medical spending account shall be made available to those employees who chose to use it.

The covered employees agree to replace the 1.5% stated in the above paragraph by the State of New Jersey changed statute involving the health care contribution by County public employees. The employees agree to follow and accept the wording and mandate of the new statute on the effective date of the legislation and to the letter of the new statute including but not limited to the health care contribution set forth therein.

The health benefits are defined as all health insurance coverage and include medical, prescriptions, vision and dental plans presently in existence.

The Open Enrollment period is November/December effective the following February.

3. The Employee co-pay for Doctors visits are:

	Patriot 5	Patriot 10
Doctor visit	\$ 5.00	\$10.00
Specialist visit	5.00	15.00
Emergency Room	\$25.00	\$35.00 (waived if admitted)

The Employer shall supply a prescription program with the employee paying the following co-pay prescription amounts.

a. Retail Pharmacy

- | | |
|--------------------|---------|
| 1. Generic | \$ 5.00 |
| 2. Brand Name | 10.00 |
| 3. Preferred Brand | 20.00 |

b. Mail in Service

Mail in service is available to employees for maintenance prescriptions are for the 90 day maintenance medication.

c. Miscellaneous considerations.

1. Syringes and contraceptives will be covered by the Plan.
2. Generic substitutions will be mandatory whenever available unless the physician specifies a name brand only drug.

4. Vision Care shall remain a separate policy provided in addition to the vision care coverage provided under the Employer's medical plan. Allowance for the following items shall be as follows;

Examinations	\$ 30.00
Frames	\$ 20.00
Single vision lenses	\$ 30.00
Bifocal lenses	\$ 43.00
Trifocal lenses	\$ 50.00
Lenticular lenses	\$100.00
Contact lenses	\$200.00

5. Dental Care Plan shall continue to be provided by the Employer in accordance with the indemnity plan for Employees only at a cost to the Employer which shall not exceed \$31.00 per month. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the SOA. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

In no case shall the Employer be required to pay a higher monthly premium for any such Employee than it would have paid for Employee only coverage under the indemnity plan. Effective upon signing of this Agreement, the Employer shall offer the option of selecting Delta Premier Family Care Coverage for employees and their dependents, with the employee responsible for any additional premium, in excess of the \$31 per month County Contribution. See Appendix "C" on page 36.

Any premium costs incurred by an Employee may be paid through payroll deductions on a pre-tax basis, as authorized by section 125 of the Internal Revenue Code. Open enrollment periods for this dental plan shall be in Nov/Dec of each year, for coverage beginning February.

B. DISABILITY BENEFITS

The Employer agrees to provide disability coverage to all eligible Employees under the State Disability Benefits Law. Coverage will be financed by Employer-Employee contributions as required by law.

C. DESCRIPTION OF BENEFITS

The Employer shall continue to provide for each Employee a description of the health care benefits and insurance's provided under this article upon initial hire, or upon written request.

D. RETIREMENT COVERAGE

1. The Employer shall provide for the continuation of paid health benefits as described above for Employees and their dependents upon the Employee's retirement in accordance with County Policy. At the present time there is no employee contribution to health care premiums post retirement except as noted specifically in section of this Article.
2. Employees, to be eligible for post retirement health benefits, must retire with twenty five (25) years of service credited by PERS or PFRS and as noted in other sections of this Agreement
3. Employees with seven (7) years of County service and twenty five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County prescription plan upon retirement

E. DEATH of ACTIVE EMPLOYEE

1. Upon the death of an active Employee as the result of an accident met in the actual performances of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.
2. Upon the death of an active Employee under circumstances not covered by subparagraph E.1 above, all health benefits of the Employee shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such Employee's death.

F. CHANGE OF CARRIERS

1. As of the drafting of this contract, the Employer is self insured and uses a third party administrator. The County of Gloucester reserves the right to change the third party administrator or change from a self insured program to a State Health Benefits Program or a Private insurance carrier so long as the benefits to be provided are substantially equivalent to those of the existing plan (s).

Prior to any change, the Employer will notify the SOA so that the SOA may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to Arbitration in accordance with Article II, Section D. Such Arbitration shall occur prior to any change.

G. WAIVE COVERAGES

Effective February 1, 2012, waiver payments will be discontinued in accordance with 40A: 10-17. For January 2012 only, employees who are enrolled in the medical or prescription plans pursuant to Section "A" may elect to waive coverages, subject to the following provisions.

1. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's Employer or other sources. The waiver benefit program and regulations are found in the GC Human Resource Manual Chapter 5.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the wavier program.

2. Employees who waive medical coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

Employee only medical:	\$100.00 per month
Parent/child medical	\$150.00 per month
Husband/wife medical	\$.175.00 per month
Family medical	\$.250.00 per month
Employee only Prescription	\$ 25.00 per month
Family Prescription	\$ 50.00 per month

3. For January 2012 only, waivers of coverage shall remain in effect unless Employee elects to re-enroll during a subsequent open enrollment period (Nov.-Dec. effective February) or unless the Employee loses his or her alternative coverage (as for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan sixty (60) days after giving notice or as soon thereafter as it's permitted under the insurance administration in effect.
4. Employees who have coverage but plan to apply for the post retirement medical benefit coverage pursuant to Section "D" must be re-enrolled in the respective plans not less than one (1) full year in the health care plan prior to retirement. The Open enrollment is November/December effective the following February.

H. FLEXIBLE SPENDING ACCOUNT

The Employer will make available to all bargaining unit Employees a flexible spending account which meets the requirement of Chapter 125 of

the Internal Revenue Code commonly referred to as a medical spending account. The use of this account is on a voluntary basis for the employee.

ARTICLE VII

HOLIDAYS

- A. There shall be a minimum of fourteen (14) holidays per year, with a schedule of observance to be determined by the Employer.
New Years Day, Martin Luther King's birthday, Lincoln's Birthday, Washington's birthday, Veteran's Day, Good Friday, Memorial Day, Independence Day, Labor Day, General Election day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
- B. Overtime work on a holiday shall be compensated at the rate of two and one half times (2 ½) the Lieutenants or Captains straight time rate.
- C. Lieutenants and Captain shall follow the Gloucester County Administration schedule of observance for all holidays, they shall not be required to work these days.

ARTICLE VIII

VACATION

A. SCHEDULE

- 1. All full time employees hired prior to January 1,2011 shall receive the following vacation leave per calendar year (January-December)
 - Beginning the first year of employment8 hours per month
 - Beginning the 2nd thru the 4th year96 hours
 - Beginning the 5th thru the 11th year120 hours
 - Beginning the 12th thru the 19th year 160 hours
 - Beginning the 20th thru the 25th year 200 hours

After completion of 25 years of credited service time as recognized by the Employer and/or P.F.R.S. Employees shall receive upon beginning their 26th year, 240 hours and this shall continue until the end of the 30 years of credited service. Beginning the 31st year add 8 additional hours for every year and thereafter add 8 additional hours (i.e. 33 years 264 hours)

- 2. Employees assigned to an eight (8) work day shall receive an additional twenty four (24) hours of vacation leave each year of this agreement.

3. Tier 2 Employees those hired after January 1, 2011 shall receive Vacation based on the following guide:
 - Beginning the first year of employment 1 day per month up to 5 days
 - Beginning the 2nd year through the 5th year a total of 10 days per year
 - Beginning the 6th year through the 15th year a total of 15 days per year
 - Beginning the 16th year and over a total of 20 days per year.

B. ACCUMULATION

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

C. CARRY OVER

Vacation leave not taken during the calendar year because of the pressure of official business shall be used during the next succeeding year only and shall be scheduled to avoid losing the leave (4A:6-1.2(f)). An Employee shall be allowed to carry over no more than ten (10) vacation days per year at their option. Any days in excess of ten (10) shall be forfeited.

D. DEATH OF THE EMPLOYEE

Upon the death of an employee all unused vacation leave and administrative leave shall be calculated and paid to the spouse or estate.

E. SEPARATION

An Employee retiring or otherwise separated shall be entitled to all vacation allowance for the current year in which the separation or retirement became effective. Any vacation leave which may have been carried over from a preceding calendar year will be included.

F. SENIORITY

Vacation selection within the appropriate work unit to which the Employee is assigned will be determined in accordance with seniority as defined in this Agreement

G. NOTICE VACATION LEAVE REQUEST

1. Upon twenty four (24) hours notice, vacations of three days or less shall be granted by the Sheriff or his designee, subject to the discretionary language of Paragraph "B" hereof. The Sheriff or his designee may waive the twenty four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement.

2. All vacation leave in excess of three days shall be granted upon receipt of five days written notice.

ARTICLE IX

EMPLOYEE REIMBURSEMENT

- A. When an Employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the IRS established rate for that period/year
- B. MEALS
 1. An Employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours Breakfast \$8.00, Lunch \$11.00, Dinner \$13.00.
- C. There is an education re-imbusement program only available to any present or future employees covered by this Agreement that is limited to eight hundred (\$800.00) dollars per year for courses taken towards the completion of a degree program or for courses taken for criminal justice or management at an approved Police Academy or other Law Enforcement Agency.

ARTICLE X

SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION

- A. AMOUNT OF SICK LEAVE:
 1. For Tier 1 employees hired prior to January 1, 2011 an amount of one hundred and twenty (120) hours as of the first working day of the year for each subsequent calendar year thereafter.
 2. For Tier 2 employees hired after January 1, 2011 an amount equal to sixty four (64) hours as of the first working day of the year for each subsequent calendar year.
 3. All unused sick leave in any calendar year shall accumulate from year to year.
 4. In all instances. A working day, for the purpose of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.
- B. SICK LEAVE MAY BE UTILIZED BY EMPLOYEE
 1. When they are unable to perform their work by reason of personal

illness, accidental injury or exposure to a contagious disease

2. To care for a seriously ill member of the Employee's immediate family as provided for in NJFLA, FMLA as provided for in the GC Human Resources Manual Section 6.

C. IMMEDIATE FAMILY

Immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother and includes relatives of the Employee residing in the Employees household. Immediate family shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an Employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least one (1) hour prior to the Employees usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An Employee who is absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health may be required.

- F. The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the Employee from a panel of physicians designated by the County. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employees.

G. SICK LEAVE REDEMPTION

Employees that have accrued sick leave prior to the time of retirement shall receive at a rate of fifty percent (50%) of value for all of the accumulated sick time and shall be paid upon retirement up to a maximum of fifteen thousand dollar (\$15,000.00).

ARTICLE XI

AUTHORIZED LEAVE

A. Bereavement Leave:

Employees shall be entitled to the following bereavement leave per incident with pay for the death of immediate family members, family members or persons who reside in the Employees household

1. Employees shall be entitled to thirty two (32) hours of leave per incident with pay for the death of the mother, father, spouse, child.
2. Employees shall be entitled to twenty four (24) hours of leave per incident with pay for the death of the mother in law, father in law, sister, brother, grandmother, grandfather, grand child, foster child, sister in law, brother in law, aunt, uncle and any relative of the spouse listed above.
3. Employees shall be entitled to eight (8) hours leave per incident with pay for family members not defined above if the Employee is scheduled to work.

B. LEAVES OF ABSENCE

1. In accordance with FMLA/NJFLA, leaves of absence, without pay, for documented medical reasons, will be granted as provided for in the GC Human Resources Manual Section 6.
2. In accordance with FMLA/NJFLA, leaves of absence, without pay, for other than medical reasons may be granted by the Employer for up to twelve (12) months in four (4) segments of up to three (3) month each, as provided for in GC Human Resources Manual Section 6.11.

All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer as required in GC Human Resource Manual Section 6.

C. PREGNANCY

Disability due to pregnancy shall be considered as any other disability in accordance with law. The Employee shall not lose any seniority due to her leave.

D. MILITARY LEAVE

Military leave of absence will be granted as required by statute.

E. ADMINISTRATIVE LEAVE

Employees shall be allowed twenty four (24) hours off with pay annually for personal business that cannot be disposed of outside working hours, except that Employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service.

Administrative leave shall not be granted on the day before or the day after a holiday or vacation. In its sole discretion, however, the Employer, in extraordinary circumstances, may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least forty eight (48) hours in advance to the appropriate supervisor. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XII

WORKERS COMPENSATION

1. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all Sheriff's Lieutenants and Captains are considered to be on duty twenty four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders declared that it will supplement the insurance check for one (1) year.

3. Employees on Workers Compensation after the first year shall receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the County Government and its properties and facilities and activities of its employee by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time, and to be in sole charge of the quantity and quality of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees, and to require compliance by the Employees, is recognized.
4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees.
5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by law, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R.S.40A or any other National, State or County law or regulations.

ARTICLE XIV

ASSOCIATION RIGHTS

A. INFORMATION

The County shall make available to the SOA for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. RELEASE TIME

Whenever any representative of the SOA or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to SOA business with management or the County, he shall suffer no loss in pay nor be required to make up such time.

It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the SOA.

C. BULLETIN BOARDS

One (1) glass door and cased bulletin board (minimum size 2' x 4') shall be provided by the Employer for the exclusive use of the SOA. The location for the board shall be designated by the SOA, subject to the approval of the Sheriff.

D. STATUTORY LEAVES

Representatives of the SOA shall be granted leave to attend all authorized conventions or conferences as mandated by statute including FOP National Convention and FOP State Convention and State FOP Mini-Conference.

E. RECOGNIZED REPRESENTATIVE

The Employer will recognize and communicate with the SOA designated representative for informational purposes pertaining to salary, benefits, or other problems between Employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. ASSOCIATION LEAVE

1. In addition to any leave granted by statute, up to an aggregate total of one hundred twenty (120) hours of leave with pay per year shall be granted to representatives of the SOA to attend conferences, seminars and/or conventions which relate to SOA business. The SOA shall designate the representatives and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leaves(s).

2. The aforementioned one hundred twenty (120) hours is the respective total in each year of the Agreement for all SOA representatives. That is, it is not a total for each representative.

G. **COMPUTER USE**

The Employer agrees to allow the SOA to use the County computer systems for official business of the SOA and for communications between the SOA and the Employer.

ARTICLE XV

RE-OPENER PROVISIONS

A. In the event of a substantial modification of job function of a class of Employees, upon request of the SOA, the contract will be re-opened on this issue only.

B. In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, the CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI

DUES DEDUCTION

A. **AUTHORIZATION**

The Employer agrees to make payroll deductions of SOA dues when authorized to do so by the Employee on the appropriate form. SOA deduction shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the SOA. The Employer shall remit the dues to the address designated by the SOA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable or possible), together with a list of employees from whose pay such deductions were made.

B. **SAVE HARMLESS**

The SOA shall indemnify, defend and hold the Employer harmless against any claim, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to this Article. The Employer will give the SOA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVII

REPRESENTATION FEE

A. PURPOSE OF FEE

If an Employee covered by the terms of this Agreement does not become a member of the SOA during any calendar year which is covered in whole or part by this Agreement, said Employee will be required to pay a representative fee to the SOA for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the SOA as majority representative.

B. NOTIFICATION OF AMOUNT OF FEE

1. Prior to the beginning of each membership year, the SOA will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the SOA to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the SOA and shall be up to 85% of that amount.
2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the Employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

C. CHALLENGING ASSESSMENT PROCEDURES

1. The SOA acknowledges and affirms that it has established a procedure by which a non-member Employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the SOA pending final resolution.

D. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the SOA will submit to the Employer a list of those Employees who have not become members of the SOA for the then current membership year. The Employer will then deduct from the salaries of each Employee (in accordance with paragraph #2 below) the

full amount of the representation fee and will promptly transmit the amount so deducted to the SOA.

2. PAYROLL DEDUCTION SCHEDULE

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- a. Ten (10) days after receipt of the aforesaid list or
- b. Thirty (30) days after the Employee begins his employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position whichever is later.

3. TERMINATION OF EMPLOYMENT

If an Employee who is required to pay a representation fee terminates his employment with the Employer before the SOA has received the full amount of representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmittal of such fees to the SOA will, as nearly be as the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. CHANGES

The SOA will notify the Employer in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received the notice.

6. NEW EMPLOYEES

On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the SOA a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

E. **SAVE HARMLESS**

The SOA shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to the Article. The Employer will give the SOA notice in writing of any claims, demands, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. **COMPLIANCE**

It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission Appeal Board regulating agency fee deduction. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiencies. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XVIII

MAINTENANCE OF OPERATION

A. It is recognized that the need for continuous and uninterrupted operation of the Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The SOA covenants and agrees that during the term of this Agreement, neither the SOA nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Office. The SOA agrees that such action would constitute a material breach of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XIX

WORKING CONDITIONS AND SAFETY ITEMS

A. TRANSPORTATION

1. Employees who are required to transport prisoners will, wherever practicable to be of the same sex as the prisoner to be transported.
2. All official vehicles provided by the County for utilization of Employees in the performance of their duties will be caged vehicles.
3. Official vehicles provided by the Employer for the utilization of the Employees will be radio equipped and will be properly maintained by the Employer.

B. TRAINING ACADEMY SCHEDULE

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the Academy.

C. BULLETPROOF VESTS

Sheriff's Lieutenants and Captains will be issued bulletproof vests. Anyone issued a vest is required to wear it while on duty or have it immediately available. The vest shall be replaced at the manufactures specifications presently at five (5) years or if the vest is damaged.

D. AMMUNITION AND TARGETS

Employees who qualify with a hand weapon will be furnished with not less than ten (10) targets and two hundred (200) rounds of ammunition per year subject to manufactures availability.

E. EQUIPMENT

The Sheriff's Office will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

F. HEPATITIS INOCULATION

The Sheriff's Office will make a hepatitis inoculation available to all Employees on a voluntary basis and without charge.

G. ENTRUSTED FUNDS

Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

ARTICLE XX

**EMPLOYEE RIGHTS, RECORDS, HEARING, LEGAL REPRESENTATION,
SENIORITY**

A. PERSONNEL RIGHTS

Employees covered by this Agreement shall be entitled to inspect their personnel file upon request and by appointment.

Prior to the placing of any material in the employee's personnel file which could have an adverse effect on the Employee's employment status, the Employee shall be given the opportunity to review such materials. The Employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such a signature does not necessarily indicate agreement with the contents thereof.

The Employee may also submit a written response to such materials within ten (10) calendar days after he has reviewed same, and his response will be included in the Employee's personnel file.

B. HEARINGS

Any Employee who has been suspended in excess of five (5) days shall be entitled to a hearing. Such hearing shall be conducted, whenever practicable, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside of the Sheriff's Office to determine the validity of the charges.

In the event the Employee is suspended for five (5) days or less, such suspension may be appealed through the grievance procedure.

C. RE-EMPLOYMENT RIGHTS

Permanent employees who sever employment relationships who reapply within thirty (30) days of the effective date of separation will be rehired with no loss of salary, benefits or seniority.

Employees who separate for more than thirty (30) days will not receive credit for contractual benefits lost upon their resignation. The foregoing is in addition to any re-employment rights to which the Employee may be entitled through Civil Service/Department of Personnel/Merit Review procedures.

D. SENIORITY

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the SOA on behalf of an individual, with ten (10) calendar days of posting.
2. Seniority is defined as time in grade. Seniority shall apply to all issues related to voluntary overtime, vacation selection and any and all time off selections.
3. An Employee may exercise seniority to bid for vacancies provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications may include the Employee's entire personnel record.

E. LEGAL REPRESENTATION

Whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an Employee by the County or a criminal proceedings instituted as a result of a complaint on behalf of the County, said Employee will be permitted to select an attorney from a panel of attorneys selected by the Office of the County Counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the Employee by the County or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable attorney fees, as determined by County Counsel, for the selected attorney, or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the Employee. Attorney fees shall be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

ARTICLE XXI

MISCELLANEOUS PROVISIONS, SHIFT CHANGE, RETROACTIVITY

A. HEALTH HAZARDS

Any Employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding

protection for the Employee. If a health hazard is not known until after an Employees contact, the Employer will notify the Employee as soon as possible, and any medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

B. NOTIFICATION OF SHIFT CHANGE

Employees shall receive at least two (2) weeks notice of any proposed total shift change.

C. NON-DISCRIMINATION

There shall be no discrimination by the Employer or the SOA against any Employee because of the Employee's membership or non membership in the SOA. Neither the Employer nor the SOA shall discriminate against any Employee because of race, creed, age, sex, marital status, sexual orientation, handicap status, or national origin.

D. SEPERABILITY

If any provision of the Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. RETROACTIVITY

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to all Employees on the payroll of the Employer on and after January 1, 2011.

The new rate of pay shall take effect within 28 days following execution of this agreement. The retroactive payments shall be completed as soon as practicable following the execution of this agreement. The Employer will issue to each Employee on the payroll from January 1, 2011 until this agreement is executed an itemized list of all retroactive monies owed to the Employee. The retro salaries are to be paid in a separate check during the normal pay cycle with in 30 days following the signing of this Agreement

ARTICLE XXII

DISCIPLINE APPEALS PROCESS

The purpose for this Article is not to replace the Discipline Guidelines as established by the County of Gloucester or the Gloucester County Sheriff but to provide for an appeals process and to insure proper procedure in all disciplinary matters are handled accordingly.

A No employee shall be disciplined with out just cause.

Except in extreme cases of misconduct, disciplinary shall be intended as corrective actions and shall be progressive in nature.

1. A counseling notice is a management tool which may be used to advise an employee of an action and a corrective action plan including but not limited to retraining or a review of policy.
2. The progressive discipline and schedule of violations shall be part of the Gloucester County Sheriffs Department Rules and Regulations
3. Discipline may consist of Verbal Reprimands, Written Reprimands, Fines, Suspensions, and Terminations.

B. Internal Affairs Investigations and any departmental investigations shall follow The Attorney General Guidelines, The Law Enforcement Officers Protection Act, and the employee rights decisions of “Weingarten”, “Laudermill, and Garrity” Court cases.

The employee has a right to counsel and he/she may exercise that right or waive it as the employee may choose.

An employee may be represented by FOP Representative or by Counsel at any disciplinary proceeding or hearing before the County of Gloucester, The Merit System Review Board or Courts of Competent Jurisdiction.

A valid invocation of the right to remain silent under Federal or State constitution shall not be deemed insubordination. However, such rights may not be invoked to avoid cooperation in the investigation of other employees or incidents.

Any employee who has been charged shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

APPEALS: All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5)

days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.

MINOR DISCIPLINE: For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, including but not limited to all previous settlements and arbitration awards, which were or could have been the subject of a Grievance or Arbitration by PERC. Therefore, the four corners of this contract prevail.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC. This Agreement shall not be amended, modified or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

DURATION

This Agreement shall be effective January 1, 2011 and continue through December 31, 2014, subject to the SOA's right to negotiate a successor Agreement.

Negotiation for a successor Agreement shall commence during the month of September 2013 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

IN WITNESS WHEREOF, THE EMPLOYER AND THE SOA HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.

SHERIFF'S OFFICE SUPERIOR
OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE

BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF THE COUNTY OF
GLOUCESTER

BY: _____

DATE _____

DATE _____

APPENDIX "A"

Salary Schedule:

TIER 1 Employee:

	2011	2012	2013	2014
Lieutenants:	\$105,440	\$107,549	\$109,700	111,894
Captains:	\$108,190	\$110,299	\$112,450	114,645

TIER 2 Employees:

There presently are no Tier 2 Employees subject to this Agreement.

Tier 2 employees hired on or after 1/1/11 and upon promotion to Lieutenant they shall earn Six thousand five hundred (\$6,500) dollars above a Tier 2 Sergeant.

If Tier 2 Lieutenant is promoted to Captain they shall receive an Increase above Tier 2 Lieutenants of two thousand (\$2,000) dollars.

APPENDIX "B"

UNIFORMS:

The initial uniforms as a Sheriff Department Employee and equipment that was issued and replaced through the employee's career is the only issue for employees covered by this Agreement. The Officers are expected to maintain uniforms in accordance with departmental policy.

The only exception is for the following that shall be issued upon promotion to Lieutenant and/ or Captain:

- Two (2) Long Sleeve Standard Shirts
- Two (2) Short Sleeve Standard Shirts
- Two (2) Breast badges indicating rank
- One (1) Outer Jacket
- One (1) Identification card indicating rank

NOTE: All proper insignia, emblems, flags, and rank designation shall be affixed to the issued shirts and jacket at no cost to the employee.

APPENDIX "C"

DENTAL PROGRAMS:

The Dental Plan Programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of Thirty-One (\$31) dollars toward the monthly premium regardless of the plan.

The following costs for 2011 to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium Cost	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

NOTE:

For contract years 2012 through 2014 upon request by the FOP the County of Gloucester will add an amendment to this Appendix indicating the amount of increased or decreased costs for participation in this dental program.

Ale

RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FOR THE COUNTY OF GLOUCESTER FROM STAPLES THROUGH STATE CONTRACT NUMBER A77249 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$100,000.00 FOR THE YEAR 2012

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

WHEREAS, the County of Gloucester (hereinafter the "County") has need to purchase office supplies for the year 2012; and

WHEREAS, New Jersey State Contract No. A77249 provides for the purchase of office supplies; and

WHEREAS, it has been determined to be advantageous that the County purchase the office supplies it requires for 2012 from Staples, with offices located at 125 Mushroom Blvd., Rochester, NY 14623, for a minimum contract amount of zero, and a maximum contract amount of \$100,000.00, through New Jersey State Contract No. A77249; and

WHEREAS, no CAF is required regarding availability of funds, as this is an open-ended purchase contract, so that a CAF will be required each time a purchase is actually made by the County Purchasing Agent.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent, be, and is authorized to purchase office supplies for the County for the year 2012 from Staples through New Jersey State Contract No. A77249; and

BE IT FURTHER RESOLVED, that the County Purchasing Agent, be, and is, authorized to sign any contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION URGING CONGRESS TO ENACT "RETURN TO PRUDENT BANKING ACT OF 2011" (H.R. 1489) AS QUICKLY AS POSSIBLE

WHEREAS, the "Glass-Steagall Act", passed by Congress in 1933, prohibited commercial banks from collaborating with full services brokerage firms or participating in investment activities; and

WHEREAS, the purpose of the Act was to protect bank depositors from the additional risks associated with security transactions; and

WHEREAS, the Glass-Steagall Act was dismantled in 1999 by the Gramm-Leach-Bliley Act, effectively removing the separation that previously existed between investment banks and commercial banks; and

WHEREAS, many economists believe that the repeal of the Glass-Steagall Act was a major cause for the 2007-2011 financial crisis; and

WHEREAS, Rep. Marcy Kaptur of Ohio introduced the "Return to Prudent Banking Act of 2011" (H.R. 1489) on April 12, 2011, which would, inter alia, prohibit an insured depository institution from being an affiliate of any broker or dealer, investment advisor, investment company or any other person or entity engaged principally in the issue, flotation, underwriting, public sale or distribution of stocks, bonds or other securities; and

WHEREAS, prohibit officers, directors and employees of securities firms from simultaneous service on the boards of depository institutions, except in specified circumstances and amend the Banking Act of 1933 (Glass-Steagall Act) to expand its prohibition against the transaction of banking activities by securities firms; and

WHEREAS, said H.R. 1489) would revive the separation between commercial banking and security businesses, in the manner provided by the Glass-Steagall act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County Gloucester that this Board does hereby urge Congress to enact the "Return to Prudent Banking Act of 2011" (H.R. 1489) as quickly as possible; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to United States Senators Frank Lautenberg and Robert Menendez, the United States Representatives for New Jersey, and the Boards of Chosen Freeholders in New Jersey.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CURRENT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$130,551.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2011, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2011 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,586,705.00

WHEREAS, a subsequent Resolution was adopted on December 7, 2011 increasing the total contract amount by \$50,000; and

WHEREAS, due to an increase in the form of Workforce Investment Act funds and NJ State funds, it is now necessary to amend said contract by increasing it in the amount of \$130,551.00, resulting in the following estimated funds for the grant period July 1, 2011 to June 30, 2012;

WIA Adult	\$ 449,434 (411,425+37,982)
WIA Youth	\$ 521,754
WIA Dislocated Worker	\$ 748,301(669,995+78,306)
Work First NJ	\$1,947,084
Workforce Learning Link	\$ 80,000
Workforce Development Partnership	\$ 14,263
SMART STEPS	\$ 6,420
Total	\$3,767,256

WHEREAS, the grant period shall be reflected as July 1, 2011 through June 30, 2012; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2011 through June 30, 2012 to reflect a contract increase of \$130,551.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

32

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE HOUSING AUTHORITY OF
GLOUCESTER COUNTY FOR ADMINISTRATION OF THE TENANT BASED
RENTAL ASSISTANCE PROGRAM FROM JANUARY 1, 2012 TO DECEMBER 31, 2012
IN AN AMOUNT NOT TO EXCEED \$100,000.00**

WHEREAS, the County of Gloucester ("County") recognizes the need to provide Tenant Based Rental Assistance (TBRA) to County residents who require such services; and

WHEREAS, the Housing Authority of Gloucester County ("Authority"), located in the County of Gloucester, has the capability of assisting qualified clients in their efforts to locate affordable housing and to apply for Section Eight funding; and

WHEREAS, the County of Gloucester through the Department of Economic Development/CDBG/HOME has funding available to assist with rental payments on behalf of said qualified clients, which can be utilized for the client's rental payments during the period pending approval of Section Eight vouchers, etc.; and

WHEREAS, the County is willing to enter into an agreement with the Housing Authority of Gloucester County relative to the management and administration of Tenant Based Rental Assistance to qualified clients, and shall reimburse the Authority for rental payments made on behalf of eligible clients awaiting Section Eight vouchers plus 10% of the processing cost which shall be paid to the Authority as administrative costs; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

WHEREAS, the Agreement shall be for an amount not to exceed \$100,000.00, for a term commencing January 1, 2012 and terminating December 31, 2012; and

WHEREAS, notwithstanding the status of this contract as open-ended, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$100,000.00, pursuant to C.A.F. #12-00818 which amount shall be charged against budget line item T-03-08-711-170-21285.

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 Housing Authority of Gloucester County for the management and/or administration of the TBRA program as referenced hereinabove for the period January 1, 2012 to December 31, 2012 in the maximum amount of \$100,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, February 1, 2012 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DIELLA, CLERK



SHARED SERVICES AGREEMENT

by and between the

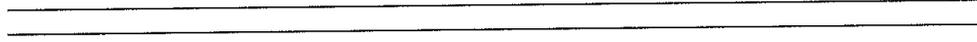
COUNTY OF GLOUCESTER, NEW JERSEY

and

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**REGARDING THE ADMINISTRATION AND MANAGEMENT OF A
TENANT BASED RENTAL ASSISTANCE PROGRAM**

Dated: February 1, 2012



Prepared by: Thomas G. Campo,
First Assistant County Counsel

TABLE OF CONTENTS

Recitals 3

Paragraph A. Description of the Project..... 3
Paragraph B. Description of Services 3
Paragraph C. Local Unit Responsibilities 3
Paragraph D. Payment 4
Paragraph E. Duration of Agreement and Contingencies 4
Paragraph F. Limitation of Delegation..... 5
Paragraph G. Indemnification of County 5
Paragraph H. Compliance with Laws and Regulations..... 6
Paragraph I. Insurance 6
Paragraph J. No Additional Waiver Implied by One Waiver..... 6
Paragraph K. No Personal Liability 6

Paragraph L. Miscellaneous 6
Section 1. Amendment..... 7
Section 2. Successors and Assigns..... 7
Section 3. Severability 7
Section 4. Counterparts..... 7
Section 5. Entire Agreement 7
Section 6. Further Assurances and Corrective Instruments..... 7
Section 7. Headings 7
Section 8. Non-Waiver 7
Section 9. Governing Law 7

Paragraph M. Effective Date..... 7

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Interlocal Services Agreement"), dated **February 1, 2012**, by and between the **Housing Authority of Gloucester County**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County"), through its Department of Economic Development/CDBG.

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 1 N. Broad Street, Woodbury, NJ 08096;
2. The Housing Authority of Gloucester County ("Local Unit") is an Authority of the County of Gloucester located at 100 Pop Moylan Boulevard, Deptford, New Jersey ;
3. The County through the Department of Economic Development/CDBG/HOME desires to enter into an Agreement with the Local Unit for the administration of the County's Tenant Based Rental Assistance Program (TBRA).
4. N.J.S.A. 40A:65-1 et seq., 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 PROJECT AND SERVICES.

The Project for purposes of this Agreement shall consist of the administration of the County's Tenant Based Rental Assistance Program (TBRA) by the Local Unit. The Gloucester County Division of Social Services (DSS) shall refer eligible welfare clients to the Housing Authority (Local Unit), who will thereafter provide assistance in an effort to locate affordable housing. The County of Gloucester, through the Department of Economic Development/Community Development Block Grant/HOME Program will provide rental payments through the TBRA program to said clients until Section Eight vouchers become available. The Local Unit shall manage the TBRA program to ensure rental payments are made on behalf of the qualified clients.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Consistent with all applicable laws, including but not limited to 24 CFR 92.209, provide rental assistance to eligible clients referred by the Division of Social Services.
2. Assist with said client's application for Section Eight vouchers and/or funding.

3. Be responsible for administration of the TBRA program funds from the County of Gloucester, Department of Economic Development/HOME during the period Section Eight vouchers are pending.

C. PAYMENT.

1. **Reimbursement.** County shall make payment to the Local Unit as reimbursement for rental payments made on behalf of eligible clients awaiting Section Eight vouchers, plus 10% of the cost of processing said rental payments, which shall be paid to the Local Unit as administrative costs.
2. **Reporting Requirements.** On a monthly basis, the Housing Authority will submit a request for payment to the Department of Economic Development Executive Director for rents paid on behalf of eligible clients plus a 10% administrative charge. Each request for reimbursement will contain required information on income eligibility for each client served. The agency shall maintain separate accounts and records adequate to identify costs pertaining to the agreement. These records shall include leases between the agency and landlord, inspection reports and disbursement data to the landlords. These records shall be made available for audit purposes and shall be retained for a period of three (3) years following expiration of this agreement, unless otherwise stipulated by the County.
3. **Estimated Costs.** Consistent with the requirements of N.J.S. 40:8A-6a(3), the parties hereby estimate that the total cost of the services to be provided by the Local Unit shall be in the amount of \$100,000.00.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective for the period commencing **January 1, 2012** and terminating **December 31, 2012**.

TBRA programs must adhere to applicable uniform administrative requirements of the HOME program as described in 24 CFR 92.505 as well as OMB circular A 87 and OMB circular 133. This Agreement is contingent upon Local Unit's compliance with all rules, regulations and conditions as set out herein, and as set forth by the Department of Housing and Urban Development, Home Investment Partnership Program.

This Agreement is contingent upon the availability of HOME funds to the County of Gloucester. The Local Unit understands and acknowledges that in the event extenuating circumstances beyond the County's control may affect the availability of funds, it shall thereby affect availability to the Local Unit and render this Agreement null and void.

County may, by Resolution, on 90 days' notice to the Local Unit, terminate this agreement, in which event the parties shall have no further obligation to each other.

E. SET-OFF.

Should Municipality either refuse or neglect to perform the service that Municipality is required to perform in accordance with the terms of this Agreement, and if expense is

incurred by County by reason of Municipality's failure to perform, then and in that event, such expense shall be deducted from any payment due to Municipality. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by 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.

G. 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

H. 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.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, the Local Unit shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall determined to be reasonably required. The Local Unit shall be obligated to pay for the cost of all such insurance as a component of the Costs of the Project.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Interlocal 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.

K. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Interlocal 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 Interlocal Services Agreement shall be liable personally on this Interlocal Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Interlocal Services Agreement.

L. 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 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 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 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 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 Interlocal Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this 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.

M. **EFFECTIVE DATE.** This Agreement shall be effective as of the **January 1, 2012**, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

**ROBERT M. DAMMINGER
DIRECTOR**

ATTEST:

**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

**By:
Title:**

B2

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00818 DATE 1/17/12

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Economic Dev.
T-03-08-711-170-21285

AMOUNT OF CERTIFICATION \$100,000.00 COUNTY COUNSEL Emmett Primas

DESCRIPTION: Agreement w/ the G.C. Housing Authority to administer the Tenant Based Rental Assistance program in the amount of \$100,000.00 for a term of 1 year. 1/1/12 through 12/31/12

VENDOR: Housing Authority of Gloucester County

ADDRESS: 100 Pop Maylan Blvd.
Deptford, NJ 08096

[Signature]
DEPARTMENT HEAD APPROVAL
1-18-12

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-26-12

2/1/12
Freeholder
Meeting

RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO AGREEMENTS WITH THE FOLLOWING MUNICIPALITIES TO ADMINISTER SPENDING OF COMMUNITY DEVELOPMENT BLOCK GRANT MUNICIPAL FUNDS FROM JANUARY 1, 2012 TO DECEMBER 31, 2012:

<u>MUNICIPALITY</u>	<u>TOTAL CONTRACT AMOUNT</u>
TOWNSHIP OF MONROE	\$50,000.00;
BOROUGH OF WOODBURY HEIGHTS	\$50,000.00;
TOWNSHIP OF WASHINGTON	\$132,608.00;
TOWNSHIP OF MANTUA	\$50,000.00;
TOWNSHIP OF DEPTFORD	\$50,000.00;
BOROUGH OF CLAYTON	\$47,574.00;
BOROUGH OF GLASSBORO	\$56,400.00.

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds to be used in conjunction with a Community Development Program as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development activities pursuant to the Application to municipalities located within the County; and

WHEREAS, each municipality has proposed certain activities to be carried out pertinent to an approved municipal project, as follows:

- **Township of Monroe** to address pedestrian safety through sidewalk installation between Rachel Lauren Way and Duress Drive along N. Main Street for a total contract amount of \$50,000.00;
- **Borough of Woodbury Heights** to address storm water management by installing a water collection system and sidewalk and curb along Fairview Avenue from Grandview Avenue to Glenn Terrace Lane and Park Avenue for a total contract amount of \$50,000.00;
- **Township of Washington** to complete improvements to the Township’s Senior Center for the total contract amount of \$132,608.00;
- **Township of Mantua** to address and reconstruct deteriorating road conditions on Jessups Mill Road for the total contract amount of \$50,000.00;
- **Township of Deptford** to install 38 ADA Compliant Curb Cuts in two neighborhoods for a total contract amount of \$50,000.00;
- **Borough of Clayton** to address current deteriorating road conditions at S. Dennis Drive from N. Main Street to Matthews Lane for a contract amount of \$23,787.00 and to address the current deteriorating storm water management system on E. Clinton Avenue for a contract amount of \$23,787.00, together for the total contract amount of \$47,574.00;
- **Borough of Glassboro** to install 26 ADA Compliant Curb Cuts at various intersections for a contract amount of \$23,400.00, and address and reconstruct the current deteriorating road conditions on McKinley Avenue from East Blvd to Walnut Street for a contract amount of \$33,000.00, together for the total contract amount of \$56,400.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds as follows:

- **Township of Monroe** in the amount of \$50,000.00, pursuant to C.A.F. #12-00829 which amount shall be charged against budget line item T-03-08-611-170-21211; and
- **Borough of Woodbury Heights** in the amount of \$50,000.00, pursuant to C.A.F. #12-00828 which amount shall be charged against budget line item T-03-08-611-170-21223;

- **Township of Washington** in the amount of \$132,608.00, pursuant to C.A.F. #12-00827 which amount shall be charged against budget line item T-03-08-611-170-21218;
- **Township of Mantua** in the amount of \$50,000.00, pursuant to C.A.F. #12-00826 which amount shall be charged against budget line item T-03-08-611-170-21210;
- **Township of Deptford** in the amount of \$50,000.00, pursuant to C.A.F. #12-00821 which amount shall be charged against budget line item T-03-08-611-170-21202;
- **Borough of Clayton** in the amount of \$23,787.00, pursuant to C.A.F. #12-00819; and the amount of \$23,787.00, pursuant to C.A.F. #12-00820 which both amounts shall be charged against budget line item T-03-08-611-170-21201.
- **Borough of Glassboro** in the amount of \$23,400.00, pursuant to C.A.F. #12-00822; and in the amount of \$33,000.00, pursuant to C.A.F. #12-00825, both which amounts shall be charged against budget line item T-03-08-611-170-21206; and

WHEREAS, each Agreement shall be for a term commencing February 1, 2012 and terminating January 31, 2013; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the agreements with various municipalities to administer spending of CDBG Municipal Funds each for a period of one year, beginning February 1, 2012 and ending January 31, 2013 as follows:

- **Township of Monroe** to address pedestrian safety through sidewalk installation between Rachel Lauren Way and Duress Drive along N. Main Street for a total contract amount of \$50,000.00; and
- **Borough of Woodbury Heights** to address storm water management by installing a water collection system and sidewalk and curb along Fairview Avenue from Grandview Avenue to Glenn Terrace Lane and Park Avenue for a total contract amount of \$50,000.00; and
- **Township of Washington** to complete improvements to the Township's Senior Center for the total contract amount of \$132,608.00; and
- **Township of Mantua** to address and reconstruct deteriorating road conditions on Jessups Mill Road for the total contract amount of \$50,000.00; and
- **Township of Deptford** to install 38 ADA Compliant Curb Cuts at two neighborhoods for a total contract amount of \$50,000.00; and
- **Borough of Clayton** to address current deteriorating road conditions at S. Dennis Drive from N. Main Street to Matthews Lane for a total contract amount of \$23,787.00 and to address the current deteriorating storm water management system on E. Clinton Avenue for a total contract amount of \$23,787.00; and
- **Borough of Glassboro** to install 26 ADA Compliant Curb Cuts at various intersections for a total contract amount of \$23,400.00, and address and reconstruct the current deteriorating road conditions on McKinley Avenue from East Blvd to Walnut Street for a total contract amount of \$33,000.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B3

HUD GRANT NO: B-11-UC-34-0109
AMOUNT: \$50,000.00
GC AGREEMENT NO: CD-11-MP#7

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF MONROE**

THIS AGREEMENT, made and entered into in the 1st day of February by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **TOWNSHIP OF MONROE**, a Gloucester County Municipality, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2011** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2011** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **TOWNSHIP OF MONROE** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than January 1, 2013.
2. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
3. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Municipal Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

4. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

5. Record Keeping/Reporting

- A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

6. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
7. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments

arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

8. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.

9. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
10. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
11. Funding - The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Municipal activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
12. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

13. Wage Rates - The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

14. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
15. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
16. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
17. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
18. Termination Date – The termination date of this Agreement is **January 31, 2013**.
19. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to

notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Municipal records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
21. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

22. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

TOWNSHIP OF MONROE

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: ROBERT M. DAMMINGER, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: ROBERT N. DILELLA, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

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

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

TOWNSHIP OF MONROE

TOWNSHIP OF MONROE

TOWNSHIP OF MONROE
125 Virginia Avenue
Williamstown, NJ 08094

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – Municipal Mayor

Typed Name – Municipal Mayor

 Date

ATTEST:

Signature of Person Attesting Signature by Municipal Mayor

Typed Name – Person Attesting Signature by Municipal Mayor

Title – Person Attesting Signature by Municipal Mayor

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **TOWNSHIP OF MONROE**

Activity Name: **Public Improvement Activity for sidewalk installation**

Activity Number: **CD-11-MP#7**

National Objective: **Low-Mod Area Benefit serving Census Tract 5016.07 BG 2**

ACTIVITY DESCRIPTION

The total **PY 2011 CDBG** budget for this activity is for the total amount of **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **January 31, 2013**.

This is a Public Improvement Activity to address pedestrian safety through sidewalk installation between Rachel Lauren Way and Duress Drive along N. Main Street. It is anticipated that his project will be completed by the Summer of 2012. This agreement will be for a term of one year commencing February 1, 2012 and terminate January 31, 2013.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

B3

HUD GRANT NO: **B-11-UC-34-0109**
AMOUNT: **\$50,000.00**
GC AGREEMENT NO: **CD-11-MP#8**

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF WOODBURY HEIGHTS**

THIS AGREEMENT, made and entered into in the 1st day of February by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **BOROUGH OF WOODBURY HEIGHTS**, a Gloucester County Municipality, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2011** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2011** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **BOROUGH OF WOODBURY HEIGHTS** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than January 1, 2013.
2. A. **Uniform Administrative Requirements** – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. **Other Program Requirements** – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
3. **Procurement** – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Municipal Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

4. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

5. Record Keeping/Reporting

- A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

6. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
7. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments

arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

8. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.

9. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
10. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
11. Funding - The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Municipal activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
12. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

13. Wage Rates - The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

14. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
15. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
16. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
17. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
18. Termination Date – The termination date of this Agreement is **January 31, 2013**.
19. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to

notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Municipal records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
21. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

22. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

BOROUGH OF WOODBURY HEIGHTS

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: ROBERT M. DAMMINGER, Freholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: ROBERT N. DILELLA, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

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

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

BOROUGH OF WOODBURY HEIGHTS

BOROUGH OF WOODBURY HEIGHTS

BOROUGH OF WOODBURY HEIGHTS

500 Elm Avenue

Woodbury Heights, NJ 08097

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – Municipal Mayor

Typed Name – Municipal Mayor

Date

ATTEST:

Signature of Person Attesting Signature by Municipal Mayor

Typed Name – Person Attesting Signature by Municipal Mayor

Title – Person Attesting Signature by Municipal Mayor

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **BOROUGH OF WOODBURY HEIGHTS**
Activity Name: **Public Improvement Activity to address storm water management**
Activity Number: **CD-11-MP#8**
National Objective: **Low-Mod Area Benefit serving Census Tract 5009 BG 1**

ACTIVITY DESCRIPTION

The total **PY 2011 CDBG** budget for this activity is for the total amount of **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **January 31, 2013**.

This is a Public Improvement Activity to address storm water management by installing a water collection system and sidewalk and curb along Fairview Avenue from Grandview Ave to Glenn Terrace Lane and Park Avenue. It is anticipated that his project will be completed by the Summer of 2012. This agreement will be for a term of one year commencing February 1, 2012 and terminate January 31, 2013.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-11-UC-34-0109
AMOUNT: \$132,608.00
GC AGREEMENT NO: CD-11-ENT#1

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF WASHINGTON**

THIS AGREEMENT, made and entered into in the 1st day of February by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **TOWNSHIP OF WASHINGTON**, a Gloucester County Municipality, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2011** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2011** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **TOWNSHIP OF WASHINGTON** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than January 1, 2013.
2. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
3. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Municipal Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

4. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

5. Record Keeping/Reporting

- A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

6. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
7. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments

arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

8. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.

9. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
10. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
11. Funding - The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Municipal activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
12. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

13. Wage Rates - The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

14. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
15. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
16. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
17. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
18. Termination Date – The termination date of this Agreement is **January 31, 2013**.
19. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to

notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Municipal records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
21. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

22. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

TOWNSHIP OF WASHINGTON

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **ROBERT M. DAMMINGER**, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA**, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

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

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

TOWNSHIP OF WASHINGTON

TOWNSHIP OF WASHINGTON

TOWNSHIP OF WASHINGTON

523 Egg Harbor Road

Turnersville, NJ 08012

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – Municipal Mayor

Typed Name – Municipal Mayor

Date

ATTEST:

Signature of Person Attesting Signature by Municipal Mayor

Typed Name – Person Attesting Signature by Municipal Mayor

Title – Person Attesting Signature by Municipal Mayor

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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.

B. Drug-Free Workplace Certification – Paragraph O

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **TOWNSHIP OF WASHINGTON**
Activity Name: **Entitlement Project for improvement to Township's Senior Center**
Activity Number: **CD-11-ENT#1**
National Objective: **Low-Mod Area Benefit serving Census Tract 5012.05 BG 2**

ACTIVITY DESCRIPTION

The total **PY 2011 CDBG** budget for this activity is for the total amount of **\$132,608.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **January 31, 2013**.

Washington Township proposes to use their FY 2011 CDBG Allocation to complete improvements to the Township Senior Center, including construction of new curbing, sidewalks, ADA compliant ramps, landscaping parking lot, including striping and handicapped markings and signage. It is anticipated that his project will be completed by the Summer of 2012. This agreement will be for a term of one year commencing February 1, 2012 and terminate January 31, 2013.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-11-UC-34-0109
AMOUNT: \$50,000.00
GC AGREEMENT NO: CD-11-MP#6

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF MANTUA**

THIS AGREEMENT, made and entered into in the 1st day of February by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **TOWNSHIP OF MANTUA**, a Gloucester County Municipality, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2011** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2011** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **TOWNSHIP OF MANTUA** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than January 1, 2013.
2. A. **Uniform Administrative Requirements** – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. **Other Program Requirements** – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
3. **Procurement** – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Municipal Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

4. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
5. Record Keeping/Reporting
 - A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.
 - B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.
6. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
7. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments

arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

8. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.

9. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
10. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
11. Funding - The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Municipal activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
12. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

13. Wage Rates - The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

14. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
15. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
16. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
17. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
18. Termination Date – The termination date of this Agreement is **January 31, 2013**.
19. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to

notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

20. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Municipal records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
21. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.
 22. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

TOWNSHIP OF MANTUA

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: ROBERT M. DAMMINGER, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: ROBERT N. DILELLA, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

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

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

TOWNSHIP OF MANTUA

TOWNSHIP OF MANTUA

TOWNSHIP OF MANTUA

401 Main Street

Mantua, NJ 08051

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – Municipal Mayor

Typed Name – Municipal Mayor

 Date

ATTEST:

Signature of Person Attesting Signature by Municipal Mayor

Typed Name – Person Attesting Signature by Municipal Mayor

Title – Person Attesting Signature by Municipal Mayor

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll); or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **TOWNSHIP OF MANTUA**

Activity Name: **Public Improvement Activity to address and reconstruct deteriorating road conditions**

Activity Number: **CD-11-MP#6**

National Objective: **Low-Mod Area Benefit serving Census Tract 5007.01 BG 4**

ACTIVITY DESCRIPTION

The total **PY 2011 CDBG** budget for this activity is for the total amount of **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **January 31, 2013**.

This is a Public Improvement Activity to address and reconstruct deteriorating road conditions on Jessups Mill Road. This is Phase II of the project as Phase I was completed using PY 2008 CDBG Funding. It is anticipated that his project will be completed by the Summer of 2012. This agreement will be for a term of one year commencing February 1, 2012 and terminate January 31, 2013.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]