

MINUTES

7:30 p.m. Wednesday, March 7, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

| | Present | Absent |
|------------|---------|--------|
| Nestore | X | |
| Wallace | X | |
| Chila | X | |
| Simmons | X | |
| Barnes | X | |
| Taliaferro | X | |
| Damminger | X | |

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

Changes to the Agenda - pull P-1

Approval of the regular minutes from February 15, 2012 and the closed session minutes from February 1, 2012.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

Proclamation honoring the students of Monongahela Middle School participating in the 2012 Job Shadow Program (to be presented) (Damminger) - **PULLED**

46464 Proclamation declaring the month of March as Developmental Disabilities Awareness month in Gloucester County, NJ (to be presented) (Damminger)

46465 Proclamation to Honor and Welcome home SPC Christopher Bixby, from his deployment in Afghanistan on Saturday, February 11, 2012 (previously presented) (Chila)

46466 Proclamation to Honor Patrick George. Patrick distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (previously presented) (Chila)

INTRODUCTION

46467 BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$10,242,346 THEREFORE; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,603,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING. This is the introduction to the 2012 Capital Ordinance. The purpose of this item is to provide for the first reading of an ordinance to approve the 2012 County Capital plan and provide for its funding. A public hearing and adoption vote will be scheduled for April 4, 2012.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

INTRODUCTION

46468 RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR YEAR 2012 IN ACCORDANCE WITH N.J.S.A. 40A: 4-45.14. This Resolution will allow the County to use 3.5% vs. 2.0% in calculating its budget CAP and allow the County to "Bank", or use in future years, any amounts not needed in 2012. The County will not need these funds in 2012 but it is prudent to maximize options for the future. Public hearing on this will be held March 21, 2012.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

INTRODUCTION

46469 THE 2012 BUDGET FOR THE COUNTY OF GLOUCESTER. The purpose of this item is to provide for the introduction of the 2012 County Budget. Copies have been provided to all Freeholders and are also available through the Office of the Clerk of the Board. A public hearing and vote for adoption are scheduled for April 4, 2012.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

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

OPEN

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

CLOSE

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

46470 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF LITIGATION ENTITLED COUNTY OF GLOUCESTER V. AMERICAN ATLANTIC COMPANY, DOCKET NO. BUR-L-3641-09. The general nature of the subject to be discussed at the closed session of March 7, 2012, shall be the possible settlement of the matter of County of Gloucester v. American Atlantic Company, in accordance with N.J.S.A. 10:4-12(b)(7).

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46471 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONERS, WILLIAM FOX V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2011-21000 AND BRIAN EVANS V. GLOUCESTER COUNTY, CLAIM PETITION NOS. 2010-2696 AND 2010-24543.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | | | X |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: A statement was read by Chief Counsel Lyons.

*"This matter involves claims made under the New Jersey Workers' Compensation statute, wherein County employees **WILLIAM FOX and BRIAN EVANS** (Petitioners) allege work-related injuries. This resolution shall authorize settlement of the matters in the respective amounts of \$6,590.00 and \$6,200.00, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard. The matters were discussed in closed session on February 15, 2012, between the Freeholder Board and the County's defense attorney. Petitioners allege injuries which occurred during the course of employment, with William Fox alleging injury caused while mowing; and, Brian Evans alleging injury due to an inmate altercation. Pursuant to N.J.S.A. 34:15-128.3a the matters are being resolved."*

46472 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, AUTHORIZING AND CONSENTING TO FINANCING THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION AND EQUIPPING BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY OF A NEW CELL 11B, AND OTHER CAPITAL IMPROVEMENTS AT THE GC SOLID WASTE COMPLEX, LOCATED IN SOUTH HARRISON TOWNSHIP, GLOUCESTER COUNTY, NJ THROUGH THE ISSUANCE OF COUNTY GUARANTEED SOLID WASTE REVENUE BOND (LANDFILL PROJECT, SERIES 2012) BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | | X | |
| Wallace | | | | X | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | | | X |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46473 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6. – NO ACTION TAKEN

- 1. Add HR 1.7 Contagious or Life Threatening Illness:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Policy provides clarification on accommodations and confidentiality for employees with contagious diseases or life-threatening illnesses.
- 2. Replace Page 3 HR 3.9 Exhibit F Employee Termination Checklist:** Revised to reflect current payroll/purchasing system.
- 3. Replace HR 6.1 Exhibit Q Leave Request:** Separated employee communication from approval process.
- 4. Add 7.16 Conscientious Employee/Whistleblower Protection:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Policy explains employee rights and procedures under the Conscientious Employee Protection Act.
- 5. Add 7.16 Exhibit A Employee Complaint Form:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Exhibit provides process for filing a complaint relative to the Conscientious Employee Protection Act.
- 6. Add 7.17 Social Network/Media:** This policy seeks to protect the privacy, confidentiality and interests of the County of Gloucester, employees, volunteers, etc. relative to an employee's use of social networking/media.
- 7. Add 7.18 Workplace Violence:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Policy addresses the County's position on violence in the workplace.

- 8. **Add 9.15 Open Public Meetings Act Procedure concerning Personnel Matters:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Policy spells out the regulations pertaining to personnel matters being discussed by a governing body.
- 9. **Add 9.16 Continuing Education Procedure:** Adapted from the MEL JIF (municipal excess liability joint insurance fund) model employment practices. Policy explains continual education practices of the County relative to employee rights, protections, and employment practices.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | | | |
| Wallace | | | | | |
| Chila | | | | | |
| Simmons | | | | | |
| Barnes | | | | | |
| Taliaferro | | | | | |
| Damminger | | | | | |

Comments: Freeholder Wallace had questions regarding the social network media in the personnel manual. He asked that we "table" section 6. He claimed it is too broad and potentially damaging and an employee could lose their job by mistake. He claimed it is a First Amendment issue.

MOTION MADE TO AMEND

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | X | X | | |
| Wallace | X | | X | | |
| Chila | | | | X | |
| Simmons | | | | X | |
| Barnes | | | | X | |
| Taliaferro | | | | X | |
| Damminger | | | | X | |

MOTION WAS MADE TO THE PREVIOUS QUESTION

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | | X | |
| Wallace | | | | X | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

46474 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATION FOR THE COUNTY OF GLOUCESTER.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | #3 |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46475 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENT WITH BOROUGH OF WENONAH FOR ASSESSMENT SERVICES.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46476 RESOLUTION AUTHORIZING THE APPOINTMENT OF GLOUCESTER COUNTY DIVISION HEAD OF DISABILITY SERVICES TO THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD FOR TERM ENDING DECEMBER 31, 2013.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46477 RESOLUTION AUTHORIZING CONTRACT WITH CVR COMPUTER SUPPLIES FOR PRINTER RIBBONS, INK JET, TONER CARTRIDGES, FAX MACHINE TONER, AND DRUM UNITS, PER BID # PD-12-002, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$75,000.00 FROM MARCH 7, 2012 TO MARCH 6, 2013.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46478 RESOLUTION AUTHORIZING LEASE OF DIGITAL, LASER, MULTI-FUNCTION AND COPY CENTER COST PER COPY COPIERS FROM IKON OFFICE SOLUTIONS THROUGH STATE CONTRACT NUMBER A64039 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$120,000.00 PER YEAR FROM JANUARY 1, 2012 TO DECEMBER 31, 2015.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46479 RESOLUTION AUTHORIZING USE OF GOVDEALS ONLINE AUCTIONS TO SELL SURPLUS PROPERTY, PER STATE CONTRACT NUMBER 70967, INDEX NUMBER T-2581 ON A COMMISSION BASIS, BASED UPON VALUE OF ITEMS SOLD FOR ONE (1) YEAR FROM MARCH 7, 2012 TO MARCH 6, 2013.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46480 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ANY DOCUMENT(S) REQUIRED OF THE RESPONSIBLE ENTITY TO FACILITATE THE DEMOLITION AND DISPOSITION OF ELLIS MANOR AND WHITNEY GARDENS APARTMENTS IN THE BOROUGH OF GLASSBORO.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | | | X | | |
| Simmons | | | | | X |
| Barnes | | X | X | | |
| Taliaferro | X | | X | | |
| Damminger | | | X | | |

Comments: N/A

46481 RESOLUTION AUTHORIZING THE PREPARATION AND EXECUTION OF ANY DOCUMENTS NECESSARY TO THE APPLICATION FOR THE U.S. DEPARTMENT OF LABOR EMPLOYMENT AND TRAINING ADMINISTRATION WORKFORCE INNOVATION FUND GRANT IN AN AMOUNT NOT TO EXCEED SIX MILLION DOLLARS.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | | | X | | |
| Simmons | X | | X | | |
| Barnes | | X | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

46482 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #2 TO FEDERAL AID AGREEMENT #09-DT-BLA-516 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$34,945.05 FOR A NEW TOTAL AGREEMENT AMOUNT OF \$321,805.79.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | | | X | | |
| Simmons | X | | X | | |
| Barnes | | X | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

46483 RESOLUTION AUTHORIZING EXECUTION OF A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR THE PROVISION OF MAINTENANCE OF PROPRIETARY SOFTWARE (ABACUS AND AOSS CARD REGISTRATION) FOR THE DIVISION OF SOCIAL SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$48,603.29, FROM APRIL 1, 2012 TO MARCH 31, 2013.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | X | | X | | |
| Wallace | | | X | | |
| Chila | | X | X | | |
| Simmons | | | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

46484 RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND BRUCE SCOTT.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | X | | X | | |
| Chila | | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

**DÉPARTMENT OF PARKS & LAND
PRÉSERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

46485 RESOLUTION AUTHORIZING THE PROCUREMENT OF CONCESSIONAIRES AT SPECIFIC GLOUCESTER COUNTY PARK LOCATIONS ON A SEASONAL BASIS AND MULTIPLE CONCESSIONAIRES AT COUNTY PARKS DURING SPECIAL EVENTS. There is a public need to have a concessionaire at all the County parks on a seasonal basis and multiple concessions at the parks during special events to include, but not be limited to, the Annual Waterfest at Scotland Run Park, the WWII Encampment Event, the Flower Show and 18th Century Field Day at Red Bank Battlefield at a cost of \$25.00 per event and \$25.00 a month for seasonal.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | | | X | | |
| Simmons | | | X | | |
| Barnes | | X | X | | |
| Taliaferro | X | | X | | |
| Damminger | | | X | | |

Comments: N/A

Old Business

New Business

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

OPEN

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: Debbie Sutton of Mantua commented on Information about smart growth initiatives and opposition. Lee Lucas of Gibbstown had questions regarding the budget. He asked about the tax rate. Administrator Bruner said we will not know the tax rate until we get information regarding the West Déptford tax appeals.

CLOSE

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

Adjournment 8:34 PM

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----|---------|
| Nestore | | | X | | |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | |
| Barnes | | | X | | |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

February 15, 2012



REGULAR MEETING
Page 1
CLOSED SESSION

The closed session was convened at 8:25 pm with all Freeholders in attendance. Also present were Administrator Bruner, Deputy Administrator White, Chief Counsel Lyons, and Prudence Higbee from Capehart and Scatchard.

The first item for discussion was the matter of Edward Taylor vs. Gloucester County. He fell in a hole and is claiming numerous injuries. He is demanding \$77,000.00 for injuries to his left foot. His second claim is for \$17,000.00 for a hernia. Both claims were settled through Section 20 for \$25,900.00.

The second item for discussion was the matter of Brian Evans vs. Gloucester County. He fractured his hand during a scuffle with an inmate. Prudence Higbee from Capehart and Scatchard gave an update on this litigation. She said this case does not have merit and recommends 10% of the hand injury or \$6,200.00. The Freeholder Director asked for any objections then advised Ms. Higbee to proceed with negotiations and come back to the board for consideration.

The third item for discussion was the matter of Bernard Davis vs. Gloucester County. He works for Highway Maintenance and was involved in 3 accidents. He sustained shoulder and neck injuries. He was awarded accidental disability. Prudence Higbee from Capehart and Scatchard gave an update on the litigation. She recommends settlement of \$5,770.00. The Freeholder Director asked for any objections then advised Ms. Higbee to proceed with negotiations and come back to the board for consideration.

At 8:40 pm Lyman Barnes exited the meeting.

The Fourth item for discussion was the matter of William Fox vs. Gloucester County. He was mowing the grass in 2009 and a piece of metal hit his chest. He did undergo two procedures to remove the metal from his chest. He is demanding \$18,540.00. Prudence Higbee recommends under Section 20 \$7,590.00. The Freeholder Director asked for any objections then advised Ms. Higbee to proceed with negotiations and come back to the board for consideration.

There being no other business to discuss in this closed session, the meeting was adjourned at 8:45 pm.

A handwritten signature in black ink, appearing to read "Robert N. Dilella".

ROBERT N. DILELLA, CLERK

**DECLARING THE MONTH OF MARCH AS
AMERICAN RED CROSS MONTH IN GLOUCESTER
COUNTY, NJ**

WHEREAS, the American Red Cross has touched many lives in Gloucester County, as well as across the country and around the world; and

WHEREAS, the American Red Cross is synonymous with helping people and has been doing so for more than 130 years. Throughout the past year alone, the American Red Cross has helped 104 families in Gloucester County that received Red Cross direct assistance after a disaster ravaged their homes. This all was done through the tireless work of the 9 Gloucester County Red Cross employees and 189 volunteers; and

WHEREAS, beyond Gloucester County, the Red Cross has launched hundreds of disaster relief operations in the United States to help people affected by fires, floods, hurricanes and tornadoes. The American Red Cross also supported major international disasters, including the Japan earthquake and tsunami response, while continuing its work on the 2010 Haiti earthquake and recovery; and

WHEREAS, in 1943, President Franklin D. Roosevelt declared the month March as Red Cross Month and since that time, every president has made the declaration each March; and,

WHEREAS, during American Red Cross Month, we thank those who contribute to the mission of the Red Cross, whether through time, money or blood, and we invite others to support the Red Cross in helping people in need down the street, across the country and around the work; 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 Nestore, Heather Simmons, Adam Taliaferro and Larry Wallace do hereby declare the month of March, 2012, as American Red Cross Month.

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 21st Day of March, 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

**PROCLAMATION HONORING THE STUDENTS OF
MONONGAHELA MIDDLE SCHOOL PARTICIPATING IN
THE 2012 JOB SHADOW PROGRAM**

WHEREAS, the Monongahela Middle School coordinates Groundhog Job Shadow Day for its eighth grade students each year; and

WHEREAS, this year's Job Shadow day is February 2, 2012; and

WHEREAS, Job Shadowing is an opportunity for students to be exposed to various career options, including options that they otherwise might not have the chance to explore; and

WHEREAS, the students that participate are chosen based on their academic excellence; and

WHEREAS, these students will acquire an up close look at the world of work by spending a day with mentors; and

WHEREAS, the students will learn the value of schooling for their future in the work force; 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 commend the students of Monongahela Middle School for your academic excellence, thinking about your future, and exploring your career options.

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 21th day of March, 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

**RECOGNIZING THE
NATIONAL COALITION OF 100 BLACK WOMEN, INC. - SOUTHERN NJ CHAPTER
10TH ANNUAL CANDACE AWARDS CEREMONY**

WHEREAS, on Saturday, March 24, 2012, the National Coalition of 100 Black Women, Inc. – Southern New Jersey Chapter will hold its 10th Annual Candace Awards Ceremony and Luncheon recognizing “Women of Achievement”; and

WHEREAS, the Candace Women of Achievement Award is bestowed to distinguished minority women who have made a major contribution to the African American community through their achievement, character and service; and

WHEREAS, the 2012 Tenth Annual Candace Women of Achievement recipients are Theresa Gaskins – Arts & Culture; Lori Wilson, NBC 10 Anchor – Communications/Media Relations; Niyonu D. Spann – Community Services; Assembly Speaker Sheila Y. Oliver, NJ General Assembly – Civic Awareness/Public Policy; Delilah Winder – Economic Development; Dr. Reva Curry – Education; Charmane Dixon-Murriell – Health; and Rachel Gordon – Youth Leader; 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 the National Coalition of 100 Black Women, Inc., Southern New Jersey Chapter and the 2012 Tenth Annual Women of Achievement honorees for their contributions to the citizens of Gloucester County.

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 21st day of March, 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

HONORING ANNA DOCIMO FOR HER YEARS OF SERVICE

WHEREAS, Mayor Anna Docimo was elected as the first female committeewoman to the West Deptford Township Committee in 1989 and was nominated by her fellow members of the committee to serve as mayor for most of the past decade; and

WHEREAS, throughout her 22 years on the Township Committee, Anna Docimo served as a member of the West Deptford Planning Board, South Jersey Development Council, N.J. League of Municipalities, N.J. Mayors Association and Gloucester County Mayors Association; and

WHEREAS, Anna Docimo also served as liaison to the West Deptford Library, Environmental Commission and Emergency Services Council, and as Volunteer Loaned Executive for the United Way of Gloucester County; and

WHEREAS, Mayor Docimo has accomplished numerous achievements during her tenure on the West Deptford Township committee to transform and modernize her community, including establishing a West Deptford mailing address, the renewal of 90 percent of the township's water and sewer infrastructure, construction of a new town library, and the development of RiverWinds; and

WHEREAS, Mayor Anna Docimo has also served her community by working with the County of Gloucester since September of 1991 as the Assistant Recycling Coordinator, then as a Freeholder Aide, then as the Division Head for the Gloucester County Division of Senior Services; and

WHEREAS, Anna Docimo retired from serving as mayor on December 8, 2011 to spend more time with family, including husband, Joseph; two sons, Anthony and Joe Jr.; and two grandchildren; 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, Giuseppe 'Joe' Chila, Lyman Barnes, Vincent Nestore, Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor Anna Docimo for her years of service to the residents of West Deptford Township.

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 21st Day of March, 2012.

Robert M. Damming
Freeholder Director

Giuseppe 'Joe' Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent Nestore
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

Gloucester County

Board of Chosen Freeholders
Proclamation

DESIGNATING MARCH AS
WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month was established in 1987 to elevate the historical contributions American women of every race, class, and ethnic background have made to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American Women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation and this County; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

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 Taliaferro and Larry Wallace do hereby proclaim MARCH as WOMEN'S HISTORY MONTH in recognition of the many contributions made by women residents of Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholder have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of March, 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

Board of Chosen Freeholders Proclamation

RECOGNIZING
CLEARVIEW REGIONAL MIDDLE SCHOOL'S
FIRST ANNUAL WOMEN'S HISTORY MUSEUM
MARCH 28, 2012

WHEREAS, a group of educators and eight grade students at Clearview Middle School have decided to take action against a society that promotes role models for women who believe that the way you look is more important than your personality and intelligence. While reinforcing self esteem and teaching young women to value themselves, they decided to honor many women, both past and present, who have achieved their amazing dreams and who serve as incredible role models for today's generation of young women; and

WHEREAS, educators at Clearview Middle School, Deena Osmer and Deborah Wilson, partnered with Alice Paul Institute to provide leadership training for a group of 8th grade girls, who learned about leadership by studying the lives of famous women like Alice Paul, Wilma Mankiller and Dolores Huerta, and who put together a presentation about these role models and presented these lessons to all of the 5th grade students at Pleasant Valley Elementary School, going on to building the Women's History Museum. These students are named as follows: Kayla Memis, Julia Trafton, Kendall Reed, Kelecie Spreng, Jocelyn Adler, Alivia LeVine, Elizabeth Karpinski, Larissa Gill, Melissa Savastano, Josephine Anderson, Francesca Paterno, Mikayla Perez, Isabella Dewes, Jordan McMillian, Madison Beske-Somers, Hannah Quast, and Tara Brigham; and

WHEREAS, the Women's History Museum will have many exhibits, such as Amelia Earhart and her plane, Gloucester County Women's Heritage Trail, movies about women produced by the students, and Alice Guy Blache and her Solex Company, among many others which are designed to recognize the accomplishments women have made from all walks of life, and to empower our young women to excel and realize that they can accomplish anything, and to help them realize their own worth and abilities.

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 recognize the educators and students of Clearview Middle School on the opening of The First Annual Women's History Museum.

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 21st day of March, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

WELCOME HOME LCpl William Murray III

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Lance Corporal William Murray**, United States Marine Corp from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at the home of his parents, Denise and William Murray, Jr., 310 Brandywine Drive, Sewell, New Jersey on Saturday, March 3, 2012; and

WHEREAS, **William Murray** is a 2010 graduate of Rancocoas High School. After graduation **William** enlisted in the United States Marine Corps and received his Basic Training at Parris Island, South Carolina. He was assigned to the *1st Battalion, 6th Marine Company* as a Radio Operator. In July 2011 he was deployed to Afghanistan; and

WHEREAS, while deployed in Afghanistan, **Lance Corporal Murray** was awarded the *National Defense Medal*, the *Afghanistan Campaign Medal* and the *Global War on Terrorism Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Lance Corporal Murray** and all those servicemen and servicewomen who heroically and gallantly serve their country, including his father, William Murray, Jr., who is a proud U.S. Veteran that served his country for 24 years; 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 2012 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 Lance Corporal William Murray III 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 3rd day of March, 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 LCpl Dan Fischer

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Lance Corporal Dan Fischer**, United States Marine Corp, from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at the home of his parents, Lou and Patty Fischer, 9 Hamal Court, Sewell, New Jersey on Saturday, March 3, 2012; and

WHEREAS, **Dan Fischer** is a 2007 graduate of Washington Township High School. **Dan** enlisted in the United States Marine Corps in February 2010 and received his Basic Training at Parris Island, South Carolina. He was assigned to the **Combat Logistic Battalion 6**, Combat Logistic Regiment 2, 2nd Marine Logistic Group, and 2nd Marine Expeditionary Force. In July 2011 he was deployed to Afghanistan; and

WHEREAS, while deployed in Afghanistan, **Lance Corporal Fischer** was awarded the **National Defense Medal**, the **Afghanistan Campaign Medal** and the **Global War on Terrorism Medal**, the **Marine Corp Overseas Service Ribbon** and the **Nato Afghanistan Medal**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Lance Corporal Fischer** 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 2012 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 Lance Corporal Dan Fischer 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 3rd day of March, 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

Staff Sergeant Brian Cooke

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Staff Sergeant Brian Cooke** from his deployment in Afghanistan. A welcome home celebration with family and friends is being held at the Veterans of Foreign Wars Post 2174 on Saturday, March 10, 2012; and

WHEREAS, **Brian Cooke** is a 2002 graduate of Deptford Township High School. **Brian** enlisted in the NJ Air National Guard in August, 2007 and serves as an Operations Chief for fighter jets. **Staff Sergeant Cooke** has been deployed twice before. His first deployment was to Iraq to support Iraqi Freedom and the second deployment to Afghanistan in support of Operation Enduring Freedom. In December 2011, he was deployed to serve his third tour in Afghanistan and returned home February 2012; and

WHEREAS, while deployed in Afghanistan, **Staff Sergeant Cooke** was awarded the **Air Force Good Conduct Medal**, the **National Defense Medal**, the **Afghanistan Campaign Medal**, the **Iraq Campaign Medal**, the **Global War on Terrorism Medal**, and the **NATO Afghanistan Medal**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Staff Sergeant Cooke** 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. 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 J. Taliaferro and Larry Wallace **are honored to welcome home Staff Sergeant Brian Cooke 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 10th day of March, 2012.

Robert M. Damming
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

Staff Sergeant Zachary Bartelt

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Army **Staff Sergeant Zachary Bartelt** from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at the home of his parents, Steve and Judy Bartelt, 264 Pitman Downer Road, Sewell, New Jersey on Sunday, March 11, 2012; and

WHEREAS, **Zachary Bartelt** grew up in Sewell New Jersey and is a 1999 graduate of Washington Township High School. **Zachary** enlisted in the United States Army and received Basic Training and attended Airborne School at Fort Benning, Georgia and was then relocated to Fort Bragg where he completed his training. He was then transferred to Fort Lewis, Washington State with the US Army Special Forces. In March 2011, he was deployed to Afghanistan and on returning to his hometown January 2012, he stated "*America is Awesome*"; and

WHEREAS, while deployed in Afghanistan, **Staff Sergeant Bartelt** was awarded the **US Army Good Conduct Medal**, the **National Defense Medal**, the **Afghanistan Campaign Medal**, and the **Global War on Terrorism Medal**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Staff Sergeant Bartelt** 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. 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 J. Taliaferro and Larry Wallace **are honored to welcome home Staff Sergeant Zachary Bartelt 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 11th day of March, 2012.

Robert M. Damming
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

RECOGNIZING the ANNUAL S.U.R.E. SUMMIT

WHEREAS, the annual S.U.R.E. SUMMIT (Schools United for Respect and Equality) is to be held at Rowan University on Thursday, March 15th, 2012; and

WHEREAS, this is the 11th Summit, which over 300 high school students and advisors attend per year, focusing on diversity, tolerance and respect; and

WHEREAS, this year the theme is "RESPECT: THE UNIVERSAL LANGUAGE" featuring keynote motivational speaker Steven "Stand Tall Steve" Bollar; and

WHEREAS, the Summit is coordinated by staff from the Gloucester County Department of Human Services through the Youth Services Commission and the Prosecutor's Office as well as local school representatives; and

WHEREAS, Schools United for Respect and Equality is an organization that consists of youth from the public high schools in Gloucester County. The S.U.R.E Mission is to impact the community through ideals of respect and equality by portraying these values in everyday life, through student involvement and teamwork; and

WHEREAS, the students plan and present this Summit themselves with guidance from their advisors and County staff liaisons including opening and closing musical numbers, individual workshops and dramatic presentations.

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 Taliaferro and Larry Wallace do hereby recognize and support the 11th Annual S.U.R.E. SUMMIT and commend all of these organizations for their commitment to diversity, tolerance and respect within our school communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholder have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of March, 2012.

Robert M. Damminger
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

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND TO AMEND THE
GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN
BY INCLUDING DOCUVAULT DELAWARE VALLEY, LLC., LOCATED AT LOT 6,
BLOCK 346.11 IN THE TOWNSHIP OF WEST DEPTFORD AS A CLASS "A" AND
CLASS "D" RECYCLING FACILITY**

WHEREAS, the New Jersey Solid Waste Management Act (the "Act") provides a comprehensive framework for the management of solid waste within the State; and

WHEREAS, the Act gives citizens and municipalities the opportunity to contribute to the development and implementation of solid waste management plans by the creation of County solid waste advisory councils; and

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

WHEREAS, on December 14, 2011, the SWAC heard an application by DocuVault Delaware Valley, LLC to be included in the Gloucester County Solid Waste Management Plan as a Class "A" and Class "D" recycling facility. There were no members of the public present at the hearing who offered comments, however, the SWAC was provided a letter dated July 14, 2010 from the West Deptford Township Administrator indicating the governing body's support of the application; and

WHEREAS, at the conclusion of the hearing on December 14, 2011, the SWAC voted without dissent to recommend approval of the application for amendment; and

WHEREAS, DocuVault Delaware Valley, LLC, proposes to receive, store, process and/or transfer paper, cardboard, electronic media, medical files and x-ray film. The address of the plant is 1240 Forest Parkway, Suite 100, West Deptford, NJ 08066, also known as Lot 6, Block 346.11. The facility is within an industrial park setting thus traffic to and from the site will have a negligible impact upon residential units; and

WHEREAS, on the date below a public hearing was conducted before this Board on the application for plan amendment.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that it will accept the recommendation of the SWAC and approve the application by DocuVault Delaware Valley, LLC, for inclusion in the Gloucester County Solid Waste Management Plan subject to final approval by the New Jersey Department of Environmental Protection.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey on March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

GLOUCESTER COUNTY SOLID WASTE ADVISORY COMMITTEE

RESOLUTION RECOMMENDING THAT THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ADOPT AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN APPROVING DOCUVALT DELAWARE VALLEY, LLC'S APPLICATION FOR CLASS "A" AND CLASS "D" RECYCLING LICENSES

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

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

WHEREAS, on December 14, 2011, the S.W.A.C. in a public hearing heard an application by Docuvault Delaware Valley LLC, with offices at 1240 Forest Parkway, Suite 100, West Deptford, New Jersey ("Docuvault") to be included in the Gloucester County Solid Waste Management Plan with Class "A" and Class "D" recycling licenses. There were no members of the public who expressed an opinion for or against the application at that hearing; and

WHEREAS, the S.W.A.C. was provided a letter dated July 14, 2010 from the West Deptford Township Administrator evidencing the support of the governing body for this application; and

WHEREAS, at the conclusion of the hearing on December 14, 2011, the S.W.A.C. voted without dissent to recommend approval of Docuvault's application for a Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the S.W.A.C. endorses the application presented by Docuvault and recommends that the Board of Chosen Freeholders of the County amend the Plan for their inclusion.

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

This resolution shall take effect immediately upon the vote of approval this 14th day of December, 2011.



KEN ATKINSON, ACTING CHAIRMAN

7 aye

0 nay

0 abstain

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND TO AMEND THE
GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN
TO INCLUDE STRATEGIC MATERIALS' INC., LOCATED AT LOT 11, BLOCK 2903,
IN THE TOWNSHIP OF LOGAN AS A CLASS "A" RECYCLING FACILITY**

WHEREAS, the New Jersey Solid Waste Management Act (the "Act") provides a comprehensive framework for the management of solid waste within the State; and

WHEREAS, the Act gives citizens and municipalities the opportunity to contribute to the development and implementation of solid waste management plans by the creation of County solid waste advisory councils; and

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

WHEREAS, on December 14, 2011, the SWAC heard an application by Strategic Materials' Inc., to be included in the Gloucester County Solid Waste Management Plan as a Class "A" recycling facility. There were no members of the public present at the hearing who offered comments; and

WHEREAS, at the conclusion of the hearing on December 14, 2011, the SWAC voted without dissent to recommend approval of the application for amendment; and

WHEREAS, Strategic Materials' Inc. is North America's largest glass recycling company with forty-two operating locations in the United States. They are currently operating a glass recycling facility at One Osprey Court, Swedesboro, NJ, also known as Block 2903, Lot 11 on the official tax map of Logan Township. The facility was built by Anheuser-Busch Recycling Corp. more than two decades ago, however, the property was never included in the County's Solid Waste Management Plan; and

WHEREAS, on the date below a public hearing was conducted before this Board on the application for plan amendment.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that it will accept the recommendation of the SWAC and approve the application by Strategic Materials' Inc., for inclusion in the Gloucester County Solid Waste Management Plan subject to final approval by the New Jersey Department of Environmental Protection.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey on March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

GLOUCESTER COUNTY SOLID WASTE ADVISORY COMMITTEE

RESOLUTION RECOMMENDING THAT THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ADOPT AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN APPROVING STRATEGIC MATERIALS, INC.'S APPLICATION TO OPERATE A CLASS "A" RECYCLING FACILITY

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

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

WHEREAS, on December 14, 2011, the S.W.A.C. in a public hearing heard an application by Strategic Materials, Inc., with offices at 16365 Park Ten Place Suite 200, Houston, Texas, 77084 ("Strategic") to amend the Plan permitting them to operate a Class "A" recycling facility at One Osprey Court, Swedesboro, New Jersey, 08085. There were no members of the public who expressed an opinion for or against the application at that hearing; and

WHEREAS, the facility has been operating under various ownership since it was built by Anheuser-Busch Recycling Corp. over twenty years ago it was discovered that the facility was never included in the Plan; and

WHEREAS, at the conclusion of the hearing on December 14, 2011, the S.W.A.C. voted without dissent to recommend approval Strategic's application for amendment.

NOW, THEREFORE, BE IT RESOLVED that the S.W.A.C. endorses the application presented by Strategic and recommends that the Board of Chosen Freeholders amend the Plan for their inclusion.

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

This resolution shall take effect immediately upon the vote of approval this 14th day of December, 2011.


KEN ATKINSON, ACTING CHAIRMAN

7 aye
0 nay
0 abstain

AI

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR YEAR 2012 IN ACCORDANCE WITH N.J.S.A. 40A: 4-45.14

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15b provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual tax levy and the 3.5% percentage rate as an exception to its tax levy in either of the next two succeeding years; and,

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2012 budget by up to 3.5% over the previous year's tax levy, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to \$957,904.00 in excess of the \$2,394,760.00 increase in tax levy otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2012 budget year, the tax levy of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$3,352,664.00, and that the CY 2012 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and,

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction, said Resolution to be presented to the Gloucester County Board of Chosen Freeholder at the regular meeting to be held on March 7, 2012; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for March 21, 2012.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

Moved Seconded Ayes Nays Absent Abstain

| | | | | | | |
|-----------------------|-------|-------|-------|-------|-------|-------|
| Director Damminger | _____ | _____ | _____ | _____ | _____ | _____ |
| Deputy Director Chila | _____ | _____ | _____ | _____ | _____ | _____ |
| Freeholder Simmons | _____ | _____ | _____ | _____ | _____ | _____ |
| Freeholder Barnes | _____ | _____ | _____ | _____ | _____ | _____ |
| Freeholder Wallace | _____ | _____ | _____ | _____ | _____ | _____ |
| Freeholder Nestore | _____ | _____ | _____ | _____ | _____ | _____ |
| Freeholder Taliaferro | _____ | _____ | _____ | _____ | _____ | _____ |

CERTIFICATION

I, ROBERT N. DILELLA, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that this a true copy of the Resolution duly adopted at a meeting of the Board of Chosen Freeholders held on the _____ day of _____, 2012.

ROBERT N. DILELLA, CLERK

A2

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO
DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF
WORKERS' COMPENSATION MATTERS CAPTIONED
FRANKLIN KIRCHER v. GLOUCESTER COUNTY, C.P. NO. 2010-6264;
AND, EDWARD RIEGER v. GLOUCESTER COUNTY, C.P. NO. 2010-3706**

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), which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(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 15, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of a workers' compensation claims captioned Frank Kircher v. Gloucester County, C.P. No. 2010-6264; and, Edward Rieger v. Gloucester County, C.P. No. 2010-3706;
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 Wednesday, March 21st, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF A PORTION OF THE LITIGATION MATTER ENTITLED COUNTY OF GLOUCESTER v. AMERICAN ATLANTIC COMPANY, DEVELCOM FUNDING, LLC (Contract Purchaser); DEVELCOM REALTY, LLC; DEVELCOM MANAGEMENT COMPANY, LLC; WEEKS MARINE, INC.; WELLS FARGO & COMPANY; THE WILLIAMS COMPANIES, INC., PEPCO HOLDINGS, INC.; STATE OF NJ, DOCKET NO. BUR-L-3641-09

WHEREAS, this matter stems from a condemnation action with the subject property being owned by American Atlantic Company (“American Atlantic”); and

WHEREAS, American Atlantic had contracted to sell the subject property to Develcom and therefore, Develcom was made a party to the condemnation matter, however, a real estate closing never took place; and

WHEREAS, separate litigation ensued between Develcom, American Atlantic and Weeks Marine concerning the subject property, with one issue being whether Develcom had a contract interest in the property remaining; and

WHEREAS, Develcom, American Atlantic and Weeks settled their separate litigation, and as part of the settlement, Develcom agreed to relinquish any contractual interest in the subject property; and

WHEREAS, the County may now dismiss Develcom as a party to the condemnation action based on the fact that Develcom no longer has a contractual interest in the property; and

WHEREAS, the terms of the Stipulation of Dismissal include no attorney’s fees, costs or damages to be sought against the County by Develcom arising out of its joinder in the condemnation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby approves and authorizes dismissal of this portion of the litigation matter with prejudice, as to Defendants Develcom Funding, LLC, Develcom Realty, LLC and Develcom Management Company (collectively “Develcom”), with dismissal based upon Develcom no longer claiming any interest in the subject property, and without an award of attorney’s fees, costs or damages.

BE IT FURTHER RESOLVED, that the County’s attorney of record in this matter is authorized to execute the Stipulation of Dismissal as to Develcom only, to effectuate the settlement set forth therein.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 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 APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MARCH 2012**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 16, 2012; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 16, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending March 16, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 16, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A5

**RESOLUTION AUTHORIZING 2011 APPROPRIATION
RESERVE BUDGET TRANSFERS**

WHEREAS, the County Treasurer has recommended the following 2011 appropriation reserve budget transfers in the total amount of \$312,371.00, as more particularly set forth herein; and

WHEREAS, the proposed 2011 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically 40A:4-58 and 5-59.

NOW, THEREFORE, BE IT RESOLVED by the Board of Freeholders of the County of Gloucester this 21st day of March 2012 as follows:

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2011 appropriation reserve budget transfers:

TRANSFER FROM

| | |
|----------------------|-------------------|
| Sheriff – S&W | 212,371.00 |
| Human Services – S&W | <u>100,000.00</u> |
| | 312,371.00 |

TRANSFER TO

| | |
|----------------------------|------------------|
| Corrections – OE | 300,000.00 |
| Out of County College – OE | <u>12,371.00</u> |
| | 312,371.00 |

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

ALe

RESOLUTION AMENDING THE STATE CONTRACT NUMBER ON A PREVIOUSLY ADOPTED RESOLUTION AUTHORIZING A STATE CONTRACT WITH AVAYA FOR THE PURCHASE OF HARDWARE FOR TELEPHONE SWITCHES FOR THE COUNTY OF GLOUCESTER

WHEREAS, a Resolution was previously adopted on November 9, 2011, authorizing a one year agreement with AVAYA under state contract for the purchase of hardware for telephone switches located at the Clayton Complex, Shady Lane, County Courthouse, Board of Elections, Budd Boulevard, Adult Probation and the Health Department; and

WHEREAS, when the Resolution passed on November 9, 2011 the state contract number was A42285. The State has since changed the state contract number to A80802; and

WHEREAS, all substantive terms and provisions of the original contract remain 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 the Clerk of the Board are hereby authorized to amend the Resolution previously adopted on November 9, 2011 with AVAYA under state contract number A42285 to reflect state contract number A80802 with the maximum contract amount of \$150,000 and term to remain unchanged; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO
SIMPLEX GRINNELL FOR THE MAINTENANCE AND REPAIR OF
BURGLAR AND FIRE ALARMS THROUGHOUT COUNTY BUILDINGS
FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM
CONTRACT AMOUNT OF \$100,000.00 FOR A PERIOD OF TWO YEARS WITH
THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR
PERIOD OR TWO (2) ONE (1) YEAR PERIODS**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the maintenance and repair of burglar and fire alarms for all county buildings; and

WHEREAS, after following proper public bidding procedure, it was determined that Simplex Grinnell was the lowest responsible bidder to supply said services in an amount not to exceed \$100,000.00 for items in the bid specifications PD-012-006; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 for a period of two years from the date of the award, with an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for furnishing maintenance and repair of burglar and fire alarms for county buildings and in accordance with and pursuant to the bid submitted by Simplex Grinnell, and the specifications promulgated by the County, that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract with Simplex Grinnell, for the furnishing of maintenance services for a minimum contract amount of zero and maximum contract amount of \$100,000.00, for the period of two years from the date of the award with the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A7

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
SIMPLEX GRINNELL**

THIS CONTRACT is made effective this 21st day of March, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SIMPLEX GRINNELL**, with offices located at 283 GIBRALTAR ROAD, HORSHAM PA 19044, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there is a need for maintenance and repair of burglar and fire alarms at various County buildings with exceptions to these specifications: smoke detector sensitivity testing, does not include failure due to lighting, electrical storm, or other severe weather, water damage, Acts of God, and fire watches; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This contract shall be for the period of two years from the date of the award of the contract with the County having the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit of service prices as set forth in specifications identified as PD 012-006, which are incorporated by reference into and made a part of this Contract, for a minimum contract amount of zero and a maximum contract amount of \$100,000.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Contractor shall be as set forth in the specifications, identified as PD 012-006, which are attached hereto and made a part of this Contract. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting

Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-006 and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is effective as of this 21st day of March, 2012.

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

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SIMPLEX GRINNELL

BY: _____

(Please Print Name)

| | | | | | |
|---|--|--|---|---|---|
| <p>PD 012-006 Bid Opening 2/29/2012 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR BURGLAR AND FIRE ALARM MAINTENANCE AND REPAIR FOR VARIOUS COUNTY OWNED BUILDINGS</p> | | <p>VENDOR: SimplexGrinnell 283 Gibraltar Rd. Horsham PA. 19044 Chris Charron 215 347-6500 215 682-7979 Fax</p> | <p>VENDOR: Franklin Alarm Co. Inc. PO Box 84 Franklinville, NJ 08322 Joseph C. Petsch - Pres. 856 728-6424 856 728-3763 Fax</p> | <p>VENDOR: Fire and Security Tech. 281 Potterstown Rd. Lebanon, NJ 08833 Todd M. Sherry 908 823-4367 908 823-4368 Fax</p> | <p>VENDOR: Security Connection Inc. 502 W. Broad St. Gibbstown, NJ 08027 Jerome Smith - Owner 856 423-3336 856 423-3665 Fax</p> |
| <p><u>ITEM</u> DESCRIPTION</p> | | | | | |
| <p>MAINTENANCE SERVICE FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p> | \$8,000.00 | \$3,300.00 | \$6,300.00 | \$35,000.00 | |
| <p>TEST AND CERTIFICATION FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p> | \$9,000.00 | \$5,200.00 | \$5,600.00 | \$15,000.00 | |
| <p>ADDITIONAL WORK</p> | | | | | |
| <p>HOURLY RATE</p> | \$115.00 | \$94.00 | \$95.00 | \$95.00 | |
| <p>OVERTIME RATE</p> | \$175.00 | \$141.00 | \$135.00 | \$142.00 | |
| <p>OVERTIME HOURS</p> | 17:00 to 08:00 | 4pm to 8am | 8am to 4pm | 5pm to 7am | |
| <p>MARKUP ON PARTS OR MARKDOWN ON PARTS</p> | 20% | 15% | 10% | 20% | |
| <p>RESPONSE TIME</p> | 2 hours | 2 Hours | 1-2 Hours | 3 Hours | |
| <p>VARIATIONS</p> | SMK Det. Sensitivity Testing Does not include failure due lightning, electrical storm or other severe weather, water damage, fire or acts of god. Excludes Fire Watches | BID IS REJECTED FOR: None | BID IS REJECTED FOR: None | BID IS REJECTED FOR: None | BID IS REJECTED FOR: None |
| <p>Will you extend your prices to local government entities within the County</p> | No Answer | Yes | No Answer | No Answer | No Answer |
| <p>Bid specifications sent to:</p> | Center for Digital Gov. JSqft | Complete Security Systems Prime Vendor | MSA Systems Integration Mid Atlantic BX | Arora Systems Group Construction Journal | |
| <p>Based upon the bids received, I recommend SimplexGrinnell be awarded the contract as the lowest responsive, responsible bidder.</p> | | | | | |
| | Sincerely, | | | | |
| | Robert J. McErlane Assistant Purchasing Agent | | | | |

SIGNATURE PAGE

SIGNED: 

COMPANY: Simplex Grinnell

NAME: Chris Charron
Total Service Mgr
(PRINTED OR TYPED)
Simplex Grinnell

ADDRESS: 283 GIBIATAR RD
Horsham PA 19044

TITLE: GPSJ District 544

TELE #: 215-347-6500

DATE: 2/27/12

FAX #: 215-682-7979

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

ANNUAL COST

MAINTENANCE SERVICE FOR ALL LOCATIONS
(INCLUDES PARTS & LABOR) \$ 8,000

TEST and CERTIFICATION FOR ALL LOCATIONS
(INCLUDES PARTS & LABOR) \$ 9,000.00

ADDITIONAL WORK:

HOURLY RATE: \$ 115.00

OVERTIME RATE: \$ 175.00

OVERTIME HOURS: FROM 17:00 TO 08:00

MARKUP ON PARTS: 20 %

OR

MARKDOWN ON PARTS: _____ %

WHAT IS YOUR RESPONSE TIME? 2 HOURS

Do you have any exceptions to these specifications?

yes no

Variations: SMK DET SENSITIVITY TESTING

Does NOT include failure due to lightning, electrical storm, or other severe weather, water damage, fire or Act of God.

Excludes Fire Watches

B1

RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER INCREASE #04-FINAL WITH DEFALCO & BISCONTI, INC. IN THE AMOUNT OF \$22,549.06

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the Phase I Roadway Construction for the Mullica Hill By-Pass (U.S. Route 322 & County Route 536), Mullica Hill Road (CR 536), Walters Road and Clems Run Road (CR623), Harrison Township, Gloucester County, New Jersey, Engineering Project #07-05 (hereinafter "Project"); and

WHEREAS, a contract for the Project was awarded by the County to DeFalco & Bisconti, Inc. (hereinafter "DeFalco"), with an office address of 725 Old White Horse Pike, Atco, NJ 08004 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #04-Final, which will increase the total amount of the Contract of \$4,404,664.35 for the Project by \$22,549.06, resulting in a new adjusted total Contract amount of \$4,427,213.41; and

WHEREAS, the Change Order is necessitated by the need for final reductions, increases and supplemental items in Contract quantities, all resulting in the increase of the final Contract amount; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$22,549.06 pursuant to C.A.F. #12-02171, which amount shall be charged against County budget line items C-04-11-013-165-13217.

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

1. The hereinabove referenced Change Order #04-Final to increase the County's Contract with DeFalco for the Project in the amount of \$22,549.06, resulting in a new total adjusted final contract amount of \$4,427,213.41, be, and the same hereby is, **Approved**; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02171 DATE February 23, 2012

C-04-11-013-165-13217 (\$22,549.06)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

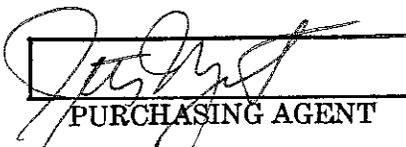
AMOUNT OF CERTIFICATION \$22,549.06 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Contract Change Order Increase #4-Final for final reductions, increases and supplemental items in the contract quantities, in association with the Stage 1 Roadway Construction for the Mullica Hill By-Pass (U.S. Route 322 & County Route 536), Mullica Hill Road (CR 536), Walters Road and Clems Run Road (CR623), Harrison Township, Gloucester County, New Jersey. Engineering Project #07-05

VENDOR: DeFalco & Bisconti, Inc..

ADDRESS: 725 Old White Horse Pike
Atco, NJ 08004


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-12-12

Meeting Date: March 21, 2012

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1 Name & Address of Vendor: DeFalco & Bisconti, 725 Old White Horse Pike, Atco N.J.
- 2 Description of Project or Contract: Stage 1 Roadway Construction for the Mullica Hill By- Pass, Township of Harrison, County of Gloucester
- 3 Date of Original Contract: April 7, 2010
- 4 P.O. Number: 10-03044
- 5. Amount of Original Contract: ✓ \$4,097,625.95
- 6. Amount of Previously Authorized Change Orders: 1 thru 3 ✓ \$ 307,038.40
- 7. Amount of this Change Order: #4 -Increase Final ✓ \$22,549.06
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$4,427,213.41
- 9. Need or Purpose of this Change Order: Final reductions, increases and supplemental items in the contract quantities.

This change order requested by *V. L. M. [Signature]* on 3-9-12
(Department Head) (Date)

Accepted by *Mark J. DeFalco* on 3-9-12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester/

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 thru 4 Final
STATE AID PROJECT

| | |
|--------------|--|
| PROJECT | Stage 1 Roadway Construction 322 By-Pass |
| MUNICIPALITY | Township of Harrison |
| COUNTY | Gloucester |
| CONTRACTOR | De Falco & Bisconti |

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

| Item No. | Description | Increases | Quantity (+/-) | Unit Prices | Amount |
|----------|---|-----------|----------------|-------------|--------------|
| 8 | Heavy Duty Silt Fence (Black) | | 1360 | \$3.40 | \$4,624.00 |
| 12 | Construction, Driveway | | 160 | \$38.00 | \$6,080.00 |
| 16 | Soil Erosion Blanket, 24 Months | | 27000 | \$0.45 | \$12,150.00 |
| 28 | Temporary Traffic Stripes, 4" | | 4515 | \$0.55 | \$2,483.25 |
| 33 | Excavation, Unclassified | | 6010 | \$11.00 | \$66,110.00 |
| 42 | Geotextile, Roadway Stabilization | | 6167 | \$1.30 | \$8,017.10 |
| 46 | HMA Milling, 3" or Less | | 1212 | \$3.60 | \$4,363.20 |
| 49 | HMA 12.5H04, Surface Course | | 255 | \$68.50 | \$17,467.50 |
| 50 | HMA 19M64, Base Course | | 883 | \$65.50 | \$57,836.50 |
| 51 | Sawing & Sealing Joint HMA Overlay | | 1417 | \$3.00 | \$4,251.00 |
| 81 | Rip-Rap Stone Slope Protection, 18" Thk. (D50=6") | | 283 | \$35.00 | \$9,905.00 |
| 82 | Rip-Rap Stone Slope Protection, 12" Thk. (D50=6") | | 189 | \$45.00 | \$8,505.00 |
| 88 | HMA Driveway, 6" Thick | | 338 | \$38.00 | \$12,844.00 |
| 91 | 9" x 18" Concrete Vertical Curb | | 716 | \$16.00 | \$11,456.00 |
| 97 | Traffic Stripes, Long Life Epoxy | | 7051 | \$0.28 | \$1,974.28 |
| 103 | RPM, Bi-Directional, Amber | | 18 | \$24.00 | \$432.00 |
| 114 | 3" Rigid Metallic Conduit | | 63 | \$30.30 | \$1,908.90 |
| 138 | Topsoiling, 4" Thick | | 268 | \$2.00 | \$536.00 |
| 139 | Fertilizing and Seeding, Type A-3 | | 268 | \$0.40 | \$107.20 |
| 140 | Straw Mulching | | 268 | \$0.40 | \$107.20 |
| TOTAL | | | | | \$231,158.13 |

Supplementals

| | | | | | |
|-------|---|--|------|-------------|--------------|
| 148S | Super Duty Silt Fence | | 7470 | \$8.75 | \$65,362.50 |
| 149S | Undercuts with 24" DGA | | 8362 | \$30.00 | \$250,860.00 |
| 150S | 24" & 12" PVC Casting Pipe | | 1 | \$17,500.00 | \$17,500.00 |
| 151S | Bio-Mode Arrows/ Traffic Signal 322 & Clems Run | | 1 | \$1,462.00 | \$1,462.00 |
| 152S | Chain Link Fence, 6' High Vinyl with Slats | | 320 | \$28.00 | \$8,960.00 |
| 153S | Trees | | 30 | \$195.00 | \$5,850.00 |
| 154S | Island @ Richwood | | 1 | \$18,254.00 | \$18,254.00 |
| TOTAL | | | | | \$368,248.50 |

Reductions

| | | | | | |
|----|--|--|------|----------|--------------|
| 7 | Heavy Duty Silt Fence, Orange | | 4422 | \$3.40 | \$15,034.80 |
| 9 | Hay Bales | | 135 | \$13.50 | \$1,822.50 |
| 17 | Water Quality Control (Floc Logs) | | 5 | \$375.00 | \$1,875.00 |
| 18 | Flocculant Fiber Tubes | | 180 | \$25.00 | \$4,500.00 |
| 29 | Temporary Pavement Markings | | 640 | \$2.00 | \$1,280.00 |
| 32 | Excavation, Test Pits | | 100 | \$0.01 | \$1.00 |
| 34 | Excavation, Regulated Material | | 100 | \$8.00 | \$800.00 |
| 35 | Excavation, Acid Producing Soil | | 5387 | \$8.00 | \$43,096.00 |
| 36 | Removal of Existing Drain Pipe | | 250 | \$0.01 | \$2.50 |
| 38 | Disposal of Regulated Material | | 100 | \$5.00 | \$500.00 |
| 39 | Soil Sampling & Analyses, Regulated | | 25 | \$200.00 | \$5,000.00 |
| 40 | Soil Sampling & Analyses, Acid Producing soil | | 50 | \$250.00 | \$12,500.00 |
| 41 | Disposal of Acid Producing Soil | | 250 | \$10.00 | \$2,500.00 |
| 43 | Controlled Low Strength Material | | 115 | \$0.01 | \$1.15 |
| 45 | Asphalt Stab. Drainage Course | | 1776 | \$65.50 | \$116,328.00 |
| 47 | Sealing Cracks in HMA Surface Course | | 700 | \$1.35 | \$945.00 |
| 48 | Tack Coat | | 1275 | \$1.10 | \$1,402.50 |
| 52 | Core Samples | | 12 | \$0.01 | \$0.12 |
| 53 | Cleaning & Sealing Joints & Cracks in Concrete Surface | | 1600 | \$2.25 | \$3,600.00 |
| 54 | 18" RCP | | 80 | \$40.00 | \$3,200.00 |
| 55 | 24" RCP | | 25 | \$45.50 | \$1,137.50 |
| 57 | 30" RCP | | 40 | \$57.00 | \$2,280.00 |

| | | | | |
|-----|---|------|------------|-------------|
| 58 | 36" RCP | 80 | \$69.00 | \$5,520.00 |
| 59 | 18" High Density Poly Pipe | 43 | \$38.00 | \$1,634.00 |
| 61 | 18" RCP end section | 2 | \$700.00 | \$1,400.00 |
| 64 | 6" Perforated High Density Poly Pipe | 570 | \$0.01 | \$5.70 |
| 65 | HDP Yard Drain | 1 | \$0.01 | \$0.01 |
| 66 | Under Drain, Type X | 811 | \$18.00 | \$14,598.00 |
| 68 | 14" x 23" RCEP, Class HE-LV | 8 | \$60.00 | \$480.00 |
| 71 | Concrete Headwall | 2 | \$465.00 | \$930.00 |
| 87 | Concrete Sidewalk, 4" Thick | 144 | \$47.30 | \$6,811.20 |
| 89 | Concrete Driveway, 6" Thick | 15 | \$50.00 | \$750.00 |
| 92 | 9" x 18" Concrete Vertical Curb with Gutter | 52 | \$27.00 | \$1,404.00 |
| 98 | Traffic Stripes Long Life, Epoxy 8" | 398 | \$0.50 | \$199.00 |
| 99 | Traffic Markings Long Life, Thermo | 1502 | \$6.00 | \$9,012.00 |
| 100 | Traffic Markings, Thermo | 1455 | \$1.55 | \$2,255.25 |
| 101 | RPM, Mono White Lens | 4 | \$24.00 | \$96.00 |
| 105 | Flexible Delineators, Ground Mounted | 50 | \$75.00 | \$3,750.00 |
| 106 | Striped Rumble Strip | 200 | \$3.50 | \$700.00 |
| 107 | Removal of Traffic Stripes | 834 | \$0.01 | \$8.34 |
| 108 | Removal of Traffic Markings | 50 | \$0.01 | \$0.50 |
| 113 | 2 1/2" RMC | 20 | \$22.22 | \$444.40 |
| 115 | 4" RMC | 10 | \$34.35 | \$343.50 |
| 116 | 18" x 36" Junction Box | 1 | \$1,363.50 | \$1,363.50 |
| 123 | Service Wire, No. 6 AWG | 190 | \$1.52 | \$288.80 |
| 131 | Traffic Signal Cable, 5 Conductor | 9 | \$2.10 | \$18.90 |

TOTAL \$269,819.17

| | |
|--|----------------|
| Amount of Original Contract | \$4,097,825.95 |
| Amount of Original Contract + CO No 1-No 4 | \$4,427,213.41 |
| Change Order No 1 | \$197,962.00 |
| Change Order No 2 | \$50,750.00 |
| Change Order No 3 | \$58,326.40 |
| Change Order no 4 | \$22,549.06 |

| | |
|--------------|--------------|
| Increases | \$231,158.13 |
| Supplemental | \$368,248.50 |
| Reduction | \$269,819.17 |
| Total Change | \$329,587.46 |

% Change in Contract 8.0434% Increase

Vincent M. Voltaggio 3-9-12
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

Robert M. Damminger Date
 Freshfield Director
Robert M. Damminger 3-9-12
 (Contractor) Date

RESOLUTION AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY KNOWN AS BLOCK 54.28, LOT 2, TOWNSHIP OF WASHINGTON FOR ENGINEERING PROJECT #06-01FA, AND THE EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE WITH ANTIMO LAMBERTI AND GIUSEPPE LAMBERTI FOR THE SAID PROPERTY IN THE TOTAL AMOUNT OF \$317,500.00

WHEREAS, the acquisition by the County of Gloucester (hereinafter the "County") of certain lands and premises located at 315 Egg Harbor Road, Sewell, NJ 08080, being known as Block 54.28, Lot 2, in the Township of Washington (hereinafter the "Property"), owned by Antimo Lamberti and Giuseppe Lamberti (hereinafter collectively "Lamberti") is required for a County road improvement project in the Township of Washington known as Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, the County Engineer has determined that the Property is necessary for the Project; and

WHEREAS, the County has determined that a fair price to be paid for the Property, based upon an appraisal and other market factors is \$317,500.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Property in the amount of \$317,500.00, pursuant to C.A.F. #12-01961, which amount shall be charged against County budget line item C-04-09-013-165-13204.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County that the purchase by the County of the Property owned by Lamberti is hereby authorized and approved in connection with, and as needed for, the Project in the total amount of THREE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$317,500.00); and

BE IT FURTHER RESOLVED that the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the Contract for Sale of Real Estate for the Property attached hereto, and any and all other documents necessary to complete the transaction and closing; and

BE IT FURTHER RESOLVED that the County Administrator, Deputy County Administrator, County Counsel, and any Assistant County Counsel are authorized to sign all documents, and take all steps, necessary to complete closing of the afore-said acquisition.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B2

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

Certificate of Availability of Funds

TREASURER'S NO. 12-01961 DATE March 02, 2012

C-04-09-013-165-13204 (\$317,500.00)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

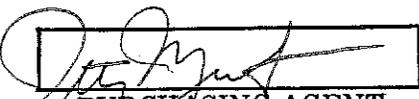
AMOUNT OF CERTIFICATION \$317,500.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Purchase of Land from Antimo Lamberti and Giuseppe Lamberti (315 Egg Harbor Road, Sewell NJ 08080) Block 54.28, Lot 2, in association with the Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA

VENDOR: Antimo Lamberti and Giuseppe Lamberti
& West Jersey Title Agency

ADDRESS: 9 Stephanie Court
Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-12-12

Meeting Date: March 21, 2012

B2

Prepared by: _____
August E. Knestaut, Esquire

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE, (the "Contract") is made this ____ day of February, 2012 by and between Antimo Lamberti and Giuseppe Lamberti, 315 Egg Harbor Road, Sewell, NJ, 08080 Washington Township (hereinafter collectively the "Seller), and The COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the Buyer").

WITNESSETH that for and in consideration of the sums recited herein and the mutual promises contained herein, Seller hereby bargains and sells to Buyer, and Buyer hereby purchases from Seller, the hereinafter described real property on the following terms and conditions.

1. **Property.** Seller hereby bargains and sells to Buyer, and Buyer hereby purchases from Seller, all Seller's right, title and interest in and to the real property, and improvements thereon, situate and lying in the Township of Washington, County of Gloucester, State of New Jersey, and known on the Official Tax Map of the Township of Washington as Block 54.28, Lot 2 hereinafter the "Property".

2. **Purchase Price.** The purchase price of the Property shall be Three Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$317,500.00) (hereinafter the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller by certified check, wire transfer, or title company check at Closing.

3. **Closing.** The closing under this Contract (the "Closing") shall take place on a date and time mutually agreeable to Seller and Buyer on any date following fifteen days (15) after the satisfaction of all contingencies as set forth herein at the administrative offices of Buyer, or the office of Buyer's Title Company, or such other place that is mutually agreeable to the parties hereto.

4. **Adjustments.** Real estate taxes, water, rent, utilities including, but not limited to oil, gas, water, sewer and electric charges, and any and all other municipal liens and charges shall be adjusted to the date of Closing. All other public charges and assessments payable on an annual basis including sanitation and/or metropolitan district charges, shall be adjusted to the date of Closing and assumed thereafter by Buyer. Buyer shall pay all recording fees, Buyer's attorneys' fees, the costs of all searches and of obtaining a binder or commitment from a Title Insurance Company, and the premium for the Buyer's Title Insurance Company. Seller shall pay the realty transfer tax, if any, Seller's attorneys' fees, and all other costs and expenses incidental to or in connection with closing customarily paid for by the Seller of similar Property.

5. **Title.** Upon payment of the Purchase Price, a Bargain and Sale deed with Covenants Against Grantor's Acts (the "Deed") shall be executed by Seller and shall convey title to the Property to Buyer. Title to the Property shall be in fee simple, good and merchantable. Title shall further be free of any liens and encumbrances, except as specified herein for use and occupancy restrictions of public record, which are generally applicable to properties in the immediate neighborhood, or the subdivision in which the Property is located; and publicly recorded easements for public utilities and any other assessments which may be observed by an inspection of the Property. In the event that Seller is unable to give good and merchantable title, or such as can be insured by a New Jersey licensed title insurer, with Buyer paying not more than the standard rate as filed with the New Jersey Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects

to cure any defects in title, this Contract shall continue to remain in full force and effect, and the date of Closing shall be extended for a period not to exceed thirty (30) additional days. If Seller is unable to cure such title defect (s), and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a New Jersey licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract.

In the latter event, any Deposits will be refunded, and there shall be no further liability or obligation on either of the parties hereto, and the Contract shall become null and void. Seller shall have the obligation to cure any monetary lien and encumbrance on title to the Property.

6. Condition of Property.

a. **Risk of Damage.** The Property is being sold in "as is" condition. Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

b. **Environmental.** The Buyer may obtain a Phase I Environmental Audit of the Property; and if it does, Buyer shall provide a copy of the report to Seller within sixty (60) days from the date of this Contract. If such audit and report reveal environmental conditions that would cost more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Contract, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Contract within sixty (60) days after Buyer's receipt of the Phase II Environmental Audit of the Property, if the Phase II audit reveals contamination that would cost more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to remediate. Buyer may elect to take the Property "as is".

c. **Inspections.** The Seller agrees to permit the Buyer's appraisers, engineers, inspectors and surveyors to inspect the Property at any reasonable time before Closing at their risk, subject to reasonable notice to Seller.

d. **Personal Property.** Seller shall be responsible for the removal of any and all personal belongings from the Property at any reasonable time before Closing at their risk.

7. **Contingencies.** This Contract is expressly contingent upon: (1) Buyer's satisfaction with the results of the survey; (2) Buyer's satisfaction with the title commitment issued by Buyer's title insurer that title to the Property is good and merchantable as described herein; (3) Buyer's satisfaction that the Property will be free of any leases, licenses, tenancies or other contracts or agreements proving rights of possession to another as of the date of Closing; and, (4) confirmation to Buyer's satisfaction that the Property is free of any environmental conditions precluding Buyer's intended use of the Property. Buyer, and its agents and employees, shall have the right to enter upon the Property, subject to reasonable notice to Seller, at their risk, for the purpose of conducting such environmental tests, studies and the like as Buyer deems appropriate to satisfy the contingencies set forth in this Contract. Buyer agrees to indemnify and hold Seller harmless from all claims arising by reason of such entries onto the Property. If, after Buyer's good faith effort, the contingencies in this Contract cannot be satisfied, and Buyer, in writing notifies Seller that such contingencies could not be satisfied within one hundred and fifty (150) days from the date of this Contract, any Deposits shall be returned to Buyer, and this Contract shall be void and of no further force of effect. If Buyer does not so notify Seller as provided herein, or fails to diligently and in good faith pursue satisfaction of all contingencies, this Contract shall remain in effect, and the parties shall continue to be bound hereby. Upon mutual agreement in writing, an extension may be granted. Said extension may not be unreasonably withheld, conditioned or delayed.

8. Environmental Conditions.

a. To the best of Seller's knowledge and belief, the Property and contemplated operation of the land and improvements are not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property,

10. **Brokerage Commissions.** The parties hereto represent and warrant to each other that neither party has retained any broker, or realtor, or owes a finders fee or commission to any person on account of this Contract, nor the transaction contemplated hereby. Each party hereby indemnifies and agrees to hold the other party harmless with respect to any such other fee or commission claimed by any party asserting his entitlement thereto at the alleged instigation of the indemnifying party. The provisions of this Section 9 shall survive Closing and delivery of the Deed.

11. **Default.**

a. **Buyer's Default.** If Buyer defaults on Buyer's obligations hereunder, Seller may avail itself of all rights and remedies that Seller may have, at law or in equity, including, but not limited to, specific performance, and Buyer shall be responsible to Seller for all litigation expenses and court costs, including reasonable attorney's fees.

b. **Seller's Default.** If Seller defaults on Seller's obligations hereunder, Buyer may avail itself of all rights and remedies that Buyer may have at law or in equity, including, but not limited to, specific performance; and Seller shall be responsible to Buyer for all litigation expenses and court costs, including reasonable attorney's fees.

12. **Assignment.** This Contract may be assigned by Buyer at any time, and from time to time, provided that Buyer remains liable for the performance of Buyer's obligations under this Contract.

13. **Headings.** The headings of the paragraphs herein are for convenience only, and shall not affect the meaning or interpretation of the contents hereof.

14. **Notices.** Notices required in this Contract shall be in writing, mailed certified mail, return receipt requested to:

Seller:

Antimo Lamberti and Giuseppe Lamberti
9 Stephanie Court
Berlin, NJ 08009

Buyer:

County of Gloucester
c/o Chad Bruner, County Administrator
2 South Broad Street
Woodbury, NJ 08096
(856) 853-3275

WITH COPY TO:

For Seller:

N/A

For Buyer:

County of Gloucester
c/o August Knestaut, Esquire
Assistant County Counsel
2 South Broad Street
Woodbury, NJ 08096
(856) 384-6897

15. **Successors and Assigns.** The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16. **No Joint Venture.** Nothing contained herein shall be construed as making Seller and Buyer the partner, joint venturer or agent of the other and neither party shall have the power or authority to bind the other. The parties have no relationship to each other except as vendor and vendee of the Property.

17. **Governing Law.** This Contract shall be governed by, construed and enforced in accordance with, the laws of the State of New Jersey. All lawsuits shall be filed in the Courts of the State of New Jersey, with venue of any action in Gloucester County.

18. **Counterparts.** This Contract may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original fully enforceable counterpart for all purposes.

19. **Entire Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller, whether written or oral.

20. **Modification of Agreement.** This Contract may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

21. **Severability.** In the event any one or more of the provisions of this Contract shall be determined to be void or unenforceable by a Court of competent jurisdiction, or by law, such determination shall not render the entire Contract invalid or unenforceable, as the remaining provisions hereof shall remain in full force and effect.

22. **Interpretation.** This Contract shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provisions hereof shall be declared invalid by any Court or in any administrative proceeding, then the provisions of this Contract shall be construed in such manner so as to preserve the validity hereof, and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only, and are not intended to limit nor define the scope of, nor aid the interpretation of, any of the provisions hereof.

23. **Further Assurances.** Each of the parties hereby agree to execute, acknowledge, and deliver such other and further documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Contract, including, as may be required by any authorizing Resolution, if such Resolution is required to be enacted to effectuate this transaction.

24. **Cooperation.** Buyer and Seller agree to cooperate, as required, to carry out the intent and purposes of this Contract.

25. **General Conditions.**

a. This Contract is subject to the Board of Chosen Freeholders of the County of Gloucester adopting a Resolution authorizing the execution of said Contract.

b. Buyer and Seller hereby acknowledge that Seller may be eligible to receive services and compensation of moving expenses pursuant to a relocation assistance plan developed by the Buyer. Buyer and Seller further acknowledge that any agreement entered into by the parties regarding any such eligibility shall be separate and apart from this Contract. This Contract contains the entire agreement between the parties for the sale of the Property as described herein, and neither party, nor their agents, shall be bound by any terms not herein written.

c. Time shall be of the essence in the performance of this Contract.

d. At Closing, Seller shall Deliver to Buyer the following: (a) State of New Jersey Affidavit of Consideration or Exemption; (b) Bargain and Sale Deed with Covenant's as to Grantor's Act; (c) the customary New Jersey form of Seller's Affidavit of Title; (d) State of New Jersey Seller's Residency

Certification/Exemption; and, (e) such other documents as may be reasonably required by Buyer or its Title Company to complete the Closing of this transaction.

IN WITNESS WHEREOF the parties have executed this Contract the day and year first above written.

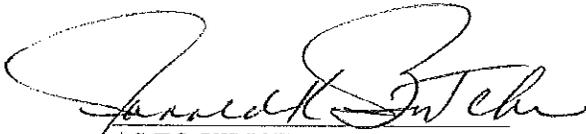
WITNESSED OR ATTESTED BY:

COUNTY OF GLOUCESTER

AS TO BUYER

BY: _____
ROBERT M. DAMMINGER, Director
Board of Chosen Freeholders.

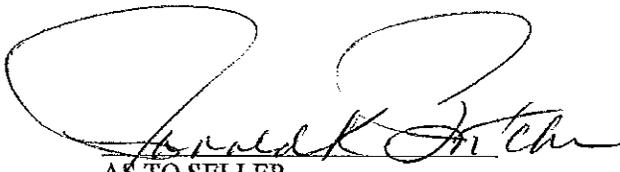
BUYER


AS TO SELLER

ANTIMO LAMBERTI

BY: 
ANTIMO LAMBERTI

SELLER


AS TO SELLER

GIUSEPPE LAMBERTI

BY: 
GIUSEPPE LAMBERTI

SELLER

RONALD K. BUTCHER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 2012

RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AGREEMENT WITH THE TOWNSHIP OF ELK FOR THE INSTALLATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT THE INTERSECTION OF BUCK ROAD (C.R. 553) AND CLAYTON ROAD (C.R. 608)

WHEREAS, a traffic condition exists at the intersection of Buck Road, County Route 553, and Clayton Road, County Route 608, in the Township of Elk (hereinafter the "Township"), County of Gloucester (hereinafter the "County") (hereinafter the "Intersection"), which warrants the installation and operation of a traffic control signal in order to minimize the number and severity of accidents; and to expedite the safe movement of traffic; and,

WHEREAS, the installation and maintenance of a traffic control signal will expedite the safe movement of vehicular and other traffic through the Intersection; and

WHEREAS, the County has indicated its willingness to install a traffic control signal at the Intersection upon the agreement of the Township to pay for the electrical power for same, and to provide police assistance need for any maintenance of the said signal; and,

WHEREAS, the County has proposed a form of agreement pertaining to the installation and maintenance of said traffic signal at the Intersection, which agreement sets out the specifics as to responsibilities for design, construction, installation, inspection, maintenance and costs for same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and Clerk of the Board, are hereby authorized and directed to execute the Traffic Signal Agreement attached hereto between the County and the Township, for the purposes aforesaid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Traffic Signal Agreement

THIS AGREEMENT, made this 21st day of March, 2012, between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, hereinafter referred to as "County", and the **TOWNSHIP OF ELK**, a political subdivision of the State of New Jersey, hereinafter referred to as "Township".

WHEREAS, a traffic condition exists at County Route 553 (Buck Road) where it intersects County Route 608 (Clayton Road) (TF-04-04) in the Township of Elk, County of Gloucester, and State of New Jersey (hereinafter referred to as the "Intersection"), which requires the installation and operation of a traffic signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

WHEREAS, the parties desire to enter into an agreement with respect to each of their respective rights, obligations and responsibilities regarding the design, cost, installation, construction, inspection, operation, maintenance, and enforcement of the said traffic signal, and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the County, and the Township, in the design, cost, installation, construction, inspection, maintenance, operation, and enforcement of the said traffic signal at the Intersection;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township, hereby agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a traffic signal at the Intersection for the review and final approval of the County's Engineer.
2. The County shall submit to the County's Engineer the design drawings and specifications for the traffic signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the traffic signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the traffic signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township's electrical inspector shall inspect the electrical installation for the traffic signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the traffic signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the traffic signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the traffic signal, as long as the traffic signal shall remain in operation.
9. Prior to the traffic signal being made operational, the County Engineer, shall inspect the traffic signal to verify that it has been properly constructed and installed, and shall certify same to the Commissioner of the New Jersey Department of Transportation.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for, the traffic signal.
11. If the County or Township desires to have the traffic signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting same. No relocation of the traffic signal may be undertaken unless the County and Township shall both agree in writing to same.
12. If the County requests assistance of the Township Police Department during routine or emergency maintenance of the traffic signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for routine maintenance of the traffic signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department shall respond as necessitated by a County request; and no work will be undertaken without police protection, if deemed necessary by the County in its sole discretion.

13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims from the acts or omissions of its agents, servants, employees or contractors.
14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims from the acts or omissions of its agents, servants, employees, or contractors.
15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.
16. The operation of the traffic signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.
17. This Agreement shall be governed by the laws of the State of New Jersey.
18. The County may record this Agreement with the County Clerk.

IN WITNESS THEREOF, the County, and the Township, have caused this Agreement to be duly executed by their proper officers, and their corporate seals to be hereunto affixed, and attested by their Clerks, as of the day and year first written above.



County of Gloucester

ATTEST:

By: _____
Robert M. Damming, Director

By: _____
Robert N. DiLella, Clerk

Township of Elk

ATTEST:

By: _____
Phil Barbaro, Jr., Mayor

By: _____
Debbie Pine, Clerk

B4

**RESOLUTION AUTHORIZING THE ACQUISITION OF A ROAD EASEMENT IN,
OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK
194.10, LOT 4.01, IN THE TOWNSHIP OF WASHINGTON FROM ERNEST M.
D’ORAZIO FOR THE TOTAL AMOUNT OF \$1.00 FOR ENGINEERING
PROJECT #06-01FA**

WHEREAS, a part of certain lands and premises being known as Block 194.10, Lot 4.01 on the Washington Township Tax Map (hereinafter the “Property”), owned by Ernest M. D’Orazio, is needed by the County of Gloucester (hereinafter the “County”) for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the “Project”); and

WHEREAS, the County Engineer has determined that a Road Easement in, over and across a portion of the Property is needed in order to undertake the Project; and

WHEREAS, the County has determined that a fair price to pay for the said Road Easement is \$1.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the real property known as Block 194.10, Lot 4.01 in the Township of Washington owned by Ernest M. D’Orazio, as needed for the Project, and to pay therefor the total amount of One Dollar and Zero Cents (\$1.00).

BE IT FURTHER RESOLVED, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B4

PREPARED BY: August E. Kneustaut
August E. Kneustaut, Esquire

Block 194.10, Lot 4.01 Washington
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Ernest M. Dorazio

Whose post office address is 20 Lake Shore Drive, Glassboro, NJ 08028, hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of One DOLLARS and 200 CENTS (\$ 1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-9, including specifically all the land and premises located at about Station 212+00 (Egg Harbor Road (C.R.630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R.630)", Block 194.10, Lot 4.01 (RE-9), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lots 4.01 and 4.02 in Block 194.10, said point also being 24.75 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 212+63.81 and running thence;

1. N 30° 36' 52" W (calculated), 123.86 feet (calculated), to a point, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 24.75 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 211+39.95, thence;
2. N 56° 42' 59" E (calculated), 40.04 feet (calculated), to a point, along the existing southeasterly right-of-way line of Connemara Court, said point being 25.00 feet, measured southeasterly from and at right angles to Connemara Court, Right of Way Baseline at Station 10+64.10 and running thence;
3. Along a curve bearing to the left having a Radius of 27.00 feet (calculated), and an Arc Distance of 41.15 feet (calculated), to a point of tangency, in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 39.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 211+65.06, thence;
4. S 30° 36' 52" E (calculated), 4.90 feet (calculated), to a point, still along the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 39.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 211+69.96, thence;
5. S 59° 24' 55" W (calculated), 4.00 feet (calculated), to a point, still along the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 211+69.96, thence;
6. S 30° 36' 52" E (calculated), 93.38 feet (calculated), to a point, along said proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), to the division line of Lots 4.01 and 4.02 of Block 194.10, said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 212+63.34, thence;
7. S 56° 45' 38" W (calculated), 10.26 feet (calculated), along said division line of Lot 4.01 and 4.02 of Block 194.10, to the point and place of beginning.

CONTAINING: 1,532 square feet more or less.

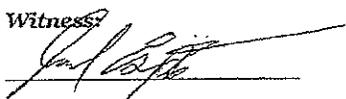
Being part of Lot 4.01 in Block 194.10 on the current tax map of the Township of Washington.

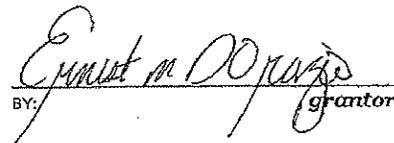
SUBJECT, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

ALSO BEING part of the same lands and premises vested in Ernest M. Dorazio by deed from Ernest M. Dorazio, dated 06/10/94 and recorded 06/17/94 in Book 2433 of Deeds, pages 16 & c. in the Office of the Gloucester County Clerk.

In Witness Whereof, the Grantor hereunto set his/her hand and seal on this 23 day of February, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness



BY: _____ grantor

BY: _____, grantor

STATE OF NEW JERSEY

:SS

COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this 23 day of February, 2012 personally came before me, the Grantor, Ernest Dorazio and I am satisfied that he/she/they is/are the person(s) who signed the within instrument, that he/she/they acknowledged that he/she/they signed, sealed and delivered the same as the voluntary act and deed of the corporation.

Sworn to and subscribed before me this 23 day of Feb, 2012

PAUL J. ESPOSITO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/23/15


Notary

ROAD EASEMENT

Dated: February 23, 2012

Ernest M. Dorazio

To

County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
1 N. Broad Street
Woodbury, NJ 08096

**RESOLUTION DETERMINING THE ANNUAL APPROPRIATION
FOR THE ESTABLISHMENT AND MAINTENANCE OF THE
GLOUCESTER COUNTY LIBRARY FOR THE YEAR 2012**

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the 2012 appropriation of the Gloucester County Library shall be Four Million Seven Hundred Ninety-Eight Thousand Two Hundred Three (\$4,798,203.00) Dollars. The amount to be assessed, levied and collected from the municipalities hereinafter mentioned who received the benefits of the Act of Legislation known as *revised statutes 40:33-9*, to be assessed against all the said municipalities and levied and collected in the manner provided by law for the maintenance and upkeep of a library during the year 2012 shall be Four Million Four Hundred Seventy-Six Thousand Five Hundred Fifty-Six (\$4,476,556.00) Dollars. The County Treasurer's Office and the Board of Taxation is hereby authorized to make needed adjustments to the amount to be levied to reflect any changes in State Aid and other variables such as fund balance transfers, surplus transfers, and any line item transfers.

The following is a schedule for the municipalities herein above referred to receiving benefits of said Act against which assessment is made and which is to be levied and collected in the manner aforesaid.

- | | |
|-----------------------|----------------------------|
| Borough of Clayton | Township of East Greenwich |
| Township of Elk | Borough of Glassboro |
| Township of Greenwich | Township of Harrison |
| Township of Logan | Township of Mantua |
| Borough of Newfield | Borough of National Park |
| Borough of Swedesboro | Township of South Harrison |
| Township of Woolwich | City of Woodbury Heights |

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

DI

RESOLUTION AUTHORIZING THE PURCHASE OF TELEPHONE EQUIPMENT FROM STRATEGIC PRODUCTS SERVICES (SPS) FOR 9-1-1 EMERGENCY BACK UP SITE THROUGH STATE CONTRACT NUMBER A80802 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$250,000.00, FROM MARCH 21, 2012 TO MARCH 20, 2013

WHEREAS, the County of Gloucester has a need to purchase telephone equipment for the 9-1-1 Emergency Back Up Site and other locations; and

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

WHEREAS, it has been determined that the County of Gloucester can purchase the telephone equipment from Strategic Products Services (SPS), for a minimum contract amount of Zero and a maximum amount of \$250,000.00, from March 21, 2012 to March 20, 2013, through State Contract No. A80802; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$250,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase telephone equipment for the County of Gloucester from Strategic Products Services (SPS), for a minimum contract amount of Zero and a maximum contract amount of \$250,000.00, from March 21, 2012 to March 20, 2013, through State Contract Number A80802; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D2

RESOLUTION AUTHORIZING THE PURCHASE OF ALL HAZARD SIMULATOR TRAINING TRAILER FROM SURREY FIRE SAFETY HOUSE TO BE USED BY THE GLOUCESTER COUNTY HAZ-MAT UNIT, SWAT, ERT AND GLOUCESTER/CAMDEN BOMB SQUADS, IN THE TOTAL AMOUNT OF \$39,116.14, FROM THE FY09 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the County of Gloucester – Emergency Response Center has a need to purchase an all hazard simulator training trailer for the Gloucester County HAZ-MAT Unit, SWAT, ERT and Gloucester/Camden County Bomb Squads so that their response would be effective during chemical, biological, radiological nuclear and explosive incidents; and

WHEREAS, the County of Gloucester is permitted to utilize GSA contract for purchases procured using Homeland Security funds; and

WHEREAS, it has been determined that the County of Gloucester can purchase the All Hazard Simulator Training Trailer for the purposes set forth herein from Surrey Fire Safety House of 222 East Front Street, Napoleon, Ohio 43545, for the total contract amount of \$39,116.14, through a GSA purchase and the GSA number is GS-70F-0042V; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$39,116.14, pursuant to the C.A.F. # 12-02059, which amount shall be charged against budget line item G-02-10-181-000-20592.

THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase the All Hazard Simulator Training Trailer for the Gloucester County Hazmat, SWAT, ERT and the Gloucester/Camden County Bomb Squads for the use by the Gloucester County Emergency Response for the hereinabove purpose from Surrey Fire Safety House for the total contract amount \$39,116.14, through GSA purchase number GS-70F-0042V.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

D2

Certificate of Availability of Funds

TREASURER'S NO. 12-02059

DATE Mar. 1, 2012

G-02-10-181-000-20592

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Emergency Resp.

AMOUNT OF CERTIFICATION *39,116.14 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To purchase a simulator training trailer for the SWAT, Haz-Mat, ERT, and the bomb squad. For the FY06 Homeland grant.

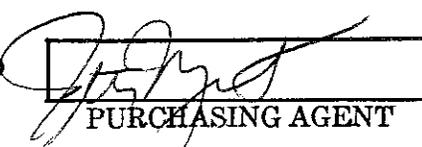
VENDOR: Surrey Fire Safety House

ADDRESS: 222 E. Front St P.O. BOX 388

Napoleon, OH 43545

DEPARTMENT HEAD APPROVAL

APPROVED



PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

3-7-12

3/21/12

E1

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT NUMBER A75237 FROM PITNEY BOWES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$100,000 FOR CALENDAR YEAR 2012

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

WHEREAS, the County of Gloucester has a need for postage and postage supplies necessary to conduct the business of county government; and

WHEREAS, the County of Gloucester has determined it advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00, through State Contract No. A76237 for calendar year 2012; and

WHEREAS, the contract shall be for estimated units of service for a total contract amount of \$100,000.00; therefore, the contract is open-ended, which does not obligate the County of Gloucester to make any purchase, nor is a Certificate of Availability of funds required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the County of Gloucester from Pitney Bowes for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00, through State Contract Number A75237 for calendar year 2012.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

E2

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE ARC GLOUCESTER TO PROVIDE FOR
VEHICLE PARKING AT THE GLOUCESTER COUNTY
CLAYTON FACILITY**

WHEREAS, The Arc Gloucester, a non-profit agency located in the County of Gloucester, has the need to park one of vehicle at the Gloucester County Clayton facility; and

WHEREAS, the County of Gloucester has the capability of providing one space at the Count of Gloucester Clayton facility; and

WHEREAS, The Arc Gloucester has acknowledged that it is subject to all Federal, State and Local ordinances and regulations pertaining to the operation and handling of motor vehicles and to abide by said laws; and

WHEREAS, The Arc Gloucester agrees to maintain insurance including the County of Gloucester as additional insured and providing copy of insurance filed with the County; and

WHEREAS, The Arc Gloucester shall be responsible for, shall keep, save and hold the County of Gloucester and the Department of Human Services/Division of Transportation harmless from, shall indemnify and shall defend the County of Gloucester and the Department of Human Services/Division of Transportation against any claim, loss, liability or expense; and

WHEREAS, The Arc Gloucester will provide the County with an insurance certificate that outlines required coverage in an amount acceptable to the County; and

WHEREAS, this agreement may be revoked at any time by either party.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the execution of a service agreement with The Arc of Gloucester to provide a parking space at the Gloucester County Clayton facility for one of their vehicles.
2. The parties to this agreement hereby agree that there will be no money exchanged pertaining to this agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND
THE ARC GLOUCESTER**

This Agreement made the _____ of _____, 2012 concerning parking of bus owned by The Arc Gloucester in the County of Gloucester Clayton facility.

WHEREAS, The Arc Gloucester has requested permission to park the bus in Clayton due to limited space at The Arc Gloucester facility; and

WHEREAS, the County of Gloucester has agreed to allow The Arc Gloucester to park one bus onsite at the County of Gloucester Clayton facility.

NOW THEREFORE, IT IS AGREED, between the County of Gloucester and The Arc Gloucester as follows:

1. Gloucester County shall grant permission to park one vehicle at the Gloucester County Clayton facility, in a designated parking area.
2. It is agreed that the County of Gloucester will not be responsible for any theft, damage to the bus, or any liability whatsoever for the bus.
3. The Arc Gloucester, shall be responsible for, shall keep, save and hold the County of Gloucester and the Department of Human Services/Department of Transportation harmless from, shall indemnify and shall defend the County of Gloucester and the Department of Human Services/Department of Transportation against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the The Arc Gloucester's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from The Arc Gloucester's failure to provide for the safety and protection of its employees, or from The Arc Gloucester's performance or failure to perform pursuant to the terms and provisions of this Contract. The Arc Gloucester's liability under this agreement shall continue after the termination of this

agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

4. The Arc Gloucester agrees to maintain insurance on the vehicle and maintain the County of Gloucester as an added insured and a copy evidencing the Insurance filed with the County.
5. Neither County of Gloucester nor The Arc Gloucester intends by this Agreement to create any agency relationship other than that which may be specifically required by the Agreement for the limited purpose of the provision of service by the County pursuant to this Agreement.
6. This Agreement shall extend from February 1, 2012 to December 31, 2012.
7. This Agreement may be revoked at any time by either party, particularly by the County of Gloucester, in the event the County of Gloucester needs the added space.
8. County of Gloucester and The Arc Gloucester 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. The Arc Gloucester has been informed that the vehicle has a maximum occupancy. The Arc Gloucester has been informed that The Arc Gloucester are subject to laws if disability persons are being transported with tie downs and The Arc Gloucester agrees to abide by the County and State of New Jersey policy concerning tie down and admission of disabled persons into the vehicle.

The Arc Gloucester has acknowledged that it is subject to all Federal, State, and Local ordinances and regulations pertaining to the operation and handling of motor vehicles. The Arc Gloucester agrees to abide by said laws.

9. In the event that any agreement which is contained in this Vehicle Lending 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.
10. No covenant, condition or agreement contained in this Vehicle Lending Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of The Arc Gloucester or

County of Gloucester, in his or her individual capacity, and neither the officers, agents or employees of The Arc Gloucester or County of Gloucester nor any official executing this Vehicle Lending Agreement shall be liable personally on this Vehicle Lending Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Vehicle Lending Agreement.

11. In the event that any provision of this Vehicle Lending 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.
12. This Vehicle Lending 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.
13. The terms of this Vehicle Lending Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be effective as of this _____ day of _____, 2012, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

THE ARC GLOUCESTER

Print Name

E3

RESOLUTION AUTHORIZING THE 2012 GRANT AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ DEPARTMENT OF CHILDREN AND FAMILIES PERTAINING TO THE TITLE XX HOMELESSNESS PREVENTION PROGRAM, IN AN AMOUNT NOT TO EXCEED \$29,331.00, WITH A CASH MATCH OF \$9,777.00

WHEREAS, the New Jersey Department of Children and Families (DCF), and Division of Youth and Family Services (DYFS) has made available the amount of \$29,331.00 in Title XX funding to be utilized for the prevention of homelessness; and

WHEREAS, the County of Gloucester desires to accept this grant agreement with the NJ Department of Children and Families, Division of Youth and Family Services which provides one-time housing or utility assistance payments for certain low income households to prevent homelessness; and

WHEREAS, the provider agency on behalf of the County as to said homelessness program shall be the Gloucester County Division of Social Services; and

WHEREAS, the grant agreement is for the period January 1, 2012 through December 31, 2012 in an amount not to exceed \$29,331.00; and

WHEREAS, this grant requires a minimum donor match of \$2,217.00, however, in accordance with the mandatory Federal Cost Allocation Plan, the County is required to provide a cash match of \$9,777.00, which amount is included in the Division of Social Services 2012 Budget.

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

1. That the Board of Chosen Freeholders hereby approves and authorizes acceptance of the Title XX grant funds from the NJ Department of Children and Families, Division of Youth and Family Services for the Homelessness Prevention Program in an amount not to exceed \$29,331.00, with a cash match of \$9,777.00, for the period January 1, 2012 through December 31, 2012.
2. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all necessary documentation in connection with the Title XX funding for homelessness prevention program referred to hereinabove.
3. That upon receipt of the fully executed agreement for the 2012 grant funds from the NJ Department of Children and Families, Division of Youth and Family Services, the funds shall be used pursuant to the terms of said grant agreement in the total amount of \$29,331.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholder of the County of Gloucester and State of New Jersey held on March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

E3

2012 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

The Homelessness Prevention Program will provide one time vendor payments for mortgage/rental utility arrearages and rental security deposit. Those serviced will be low income, working or disabled adult individuals or families who may become homeless due to circumstances beyond their control or need new housing because of safety reasons. An objective client-centered approach which is sensitive to each case situation will be used to assess needs. Applicants will be rendered service without discrimination in an atmosphere of mutual respect between the agency staff and the applicant.

Each applicant will be expected to provide written documentation regarding the circumstances which caused their current problem. Before any approval is given, a plan must be developed by the applicant which will detail how household expenses will be paid in the future. This will emphasize the fact that they will be responsible for keeping the household expense current.

02-01-27-345-002-69112: Outside Services: \$29,331.00

**WILL BE PART OF OUR 2012 OPERATING BUDGET

DEPARTMENT:

FORM C-2
SUBMISSION DATE:
REVISION DATE:

E3

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: March 14, 2012

1. TYPE OF GRANT

_____NEW GRANT

_____x_____RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET

NUMBER:69.112

2. GRANT TITLE:_____HOMELESSNESS PREVENTION PROGRAM

3. GRANT TERM: FROM:___1/1/2012 TO:_____12/31/2012

4. COUNTY DEPARTMENT: DEPARTMENT OF HUMAN SERVICES

5. DEPT. CONTACT PERSON & PHONE NUMBER: HAZEL PORTER 256-2270

6. NAME OF FUNDING AGENCY:___NJ DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF YOUTH & FAMILY SERVICES

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The NJ Dept. of Children/Families, Division of Youth & Family Services has made available \$29, 331for emergency services to individuals and families in danger of becoming homeless due to circumstances beyond their control. This grant requires a minimum donor match of \$2,217, however, in accordance with the mandatory Federal Allocation Plan, we are required to provide a cash match of \$9,777 which is included in the Division of Social Services 2012 Budget.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

| NAME | AMOUNT | NAME | AMOUNT |
|-------|--------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

9. TOTAL SALARY CHARGED TO GRANT: \$_____

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT\$_____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR _____1-1-12

| | | |
|-----------------------|------------------|------------------------|
| 14. FINANCIAL: | <u>REQUESTED</u> | <u>MANDATED</u> |
| GRANT FUNDS | _\$29,331_____ | |
| CASH MATCH | \$9,777 | _____ |
| | | (Attach Documentation) |
| IN-KIND MATCH | _____ | |
| TOTAL PROGRAM BUDGET: | \$_39,108_____ | |

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES ___X___ NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us Yes ___X___ No _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

23

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
NOTIFICATION OF LICENSED PUBLIC ACCOUNTANT*

Provider Agency Name: Gloucester County Division of Social Services
Address: 400 Holydell Drive Sewell, NJ 08080
Contact Individual and Title: Hazel Porter Administrative Supervisor of Social Work

Telephone No. 856-256-2270 Agency Fiscal Year to be Audited: 2012
Federal ID No. 216-000-660 Charities Registration No.: _____

List All State and Federal Financial Funding During the Fiscal Year Under Audit

| Department | Division | Contract No. | Contract Period | Contract Amount |
|------------|----------|--------------|-----------------|-----------------|
| DHS | DYFS | 12AHHS | 1/1/12-12/31/12 | \$29,331 |
| | | | | |
| | | | | |

Use back of form to list additional State and Federal Funding

Licensed Public Accountant (attach photocopy of firm's license to practice, and most recent external quality control review)

Firm Name: Petroni & Associates LLC
Address: 102 West High Street, Suite 100 Glassboro, NJ 08028
Telephone No.: 856-881-1600 Firm License No.: 20CB00627900
E-Mail Address: nlp@petroni.com
Currently Licensed to practice in the State(s) of: New Jersey Expiration Date: June 30, 2012
Contact Individual and Title: Denise Nevico, CPA Audit Manager

Certification:
I certify that we are aware of the requirements in DCF P7.06 and that the audit will comply with this policy.

LPA Signature *Denise Nevico* Title Managing Member

Audit Report Deficiencies- Does your firm have any outstanding audit reports with deficiencies for any provider agency contracting with any NJ State Department? YES NO

I certify that the above information is accurate. Any inaccurate information may result in termination of your contract with the provider listed above.

Provider Signature _____ Title _____

*This Notification (NLPA) is to be sent to the Department of Children and Families' Office of Auditing with the completed audit report. Although the NLPA form and the audit report shall be submitted together, all of the information in the NLPA form should relate to the subsequent year of the completed audit report. The anticipated completion date should not be more than 120 days after the end of the fiscal year. The Provider Agency and the licensed public accountant should fill out this form to this point in its entirety.

For Use By DCF Office of Auditing

Date Received: _____ Audit Control No.: _____
Date Verified: _____ By: _____ Licensed: _____
Division: _____ Approved: Not Approved:



E3

State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN BUSINESS OFFICE – CN #720
4 ECHELON PLAZA, 1ST FLOOR
201 LAUREL ROAD
VOORHEES, NJ 08043

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ALLISON BLAKE, PH.D., L.S.W.
Commissioner

November 21, 2011

Ms. Hazel Porter
Gloucester County Department of Human Services
Division of Social Services
400 Holly Dell Drive
Sewell, NJ 08080

Re: Contract # 12AHHS

Dear Ms. Porter:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Youth and Family Services (DYFS), will be renewing the contract with your agency. Your current contract will expire on December 31, 2011.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at www.state.nj.us/dcf/contract. **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

As you are aware, DCF receives State funds for this contract through State appropriations – typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2012. The contract Standard Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be determined by DCF in

its sole discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

State Law PL2001, c.134

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at www.state.nj.us/treasury/revenue/proofreg.htm.

Audit Requirements

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at www.state.nj.us/dcf/contract. The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a *copy* of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: www.state.nj.us/dcf/contract.

Business Associates Agreement (HIPAA)

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Public Law 2005, Chapter 51

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at www.nj.gov/treasury/purchase/execorder134.htm.

Certificate of Employee Information Report

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: www.nj.gov/treasury/contract_compliance.

Proof of Insurance

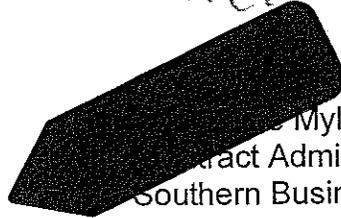
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document (DCF.P2.01) for more information.

Please return all requested materials to me by **December 16, 2011**. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at 856-772-1549.

Thank you for your service to the children and families of New Jersey.

Sincerely,



Myles
Contract Administrator I
Southern Business Office

I agree to the terms of this letter. This letter is made a part of the contract listed above.

Edward Smith 
President/CEO
Gloucester County Division of
Social Service
Name of Agency
Date 3/13/12

Enclosures

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
REQUIRED CONTRACT DOCUMENTS CHECKLIST**

CONTRACT ADMINISTRATOR: Madeleine Myles
NAME OF AGENCY: Gloucester County Department of Human
Services – Division of Social Services

CONTRACT NUMBER: 12AHHS
CONTRACT PERIOD: 1/1/2012 to 12/31/2012

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at www.nj.gov/dcf and clicking on the link to 'Contract and RFP Information'.

| | Document | Required with first Contract and as Amended | Required Annually and as Amended | Required on-site | Check if submitted with package |
|--|---|---|----------------------------------|------------------|---------------------------------|
| 1. Contract Documents | | | | | |
| A. | Standard Language Document with original signature (additional copies requested must also have original signature) (DCF P2.01) | | 3 | | <input type="checkbox"/> |
| B. | Annex A (includes Section 2 for each program funded) (DCF P3.52) | | 2 | | <input type="checkbox"/> |
| C. | Annex B – Budget Form (Expense Summary, Detail and Schedules 1- 6) or Annex B-2 (DCF.CRM 5.2 and 5.3) ANNEX B-3 | | 2 | | <input type="checkbox"/> |
| D. | Schedule of Estimated Claims, if applicable | | 3 | | <input type="checkbox"/> |
| E. | Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source-Disclosure Certification Form | | 1 | | <input type="checkbox"/> |
| F. | Federal Funding Accountability and Transparency Act (FFATA) of 2006 Contractor Compliance Registration (CCR) Attestation Form | | | | <input type="checkbox"/> |
| G. | Renewal printout from the Central Contract Registry (CCR) website | | | | <input type="checkbox"/> |
| 2. Agreements | | | | | |
| H. | Subcontract/Consultant Agreement(s) (related to DCF Contracts) | | | | <input type="checkbox"/> |
| I. | Private/Public Donor Agreement (s) for Match Responsibilities (DCF P6.01) | | 1 | | <input type="checkbox"/> |
| J. | HIPAA Business Associate Agreement (DCF P1.06) | | 1 | | <input type="checkbox"/> |
| K. | A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures returned to the DCF Office of the EEO/AA (DCF.P8.10) | | 1 | | <input type="checkbox"/> |
| 3. Insurances/Licenses/Certificates | | | | | |
| L. | Liability Insurance Declaration Page and/or Malpractice Insurance | | 1 | | <input type="checkbox"/> |
| M. | Bonding Certificate | | 1 | | <input type="checkbox"/> |
| N. | Applicable Licenses (professional license related to job responsibilities) | | | | <input type="checkbox"/> |
| O. | Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report) | | | | <input type="checkbox"/> |
| P. | Health/Fire Certificates | | | | <input type="checkbox"/> |
| Q. | Certificate of Occupancy or Continued Certificate of Occupancy | | | | <input type="checkbox"/> |
| R. | Lease or Mortgage | | | | <input type="checkbox"/> |
| S. | Certificate of Incorporation | | | | <input type="checkbox"/> |
| T. | New Jersey Business Registration Certificate with the Division of Revenue (Public Law 2001, Chapter 134) (DCF.P2.01) | | | | <input type="checkbox"/> |

| | Document | Required with first Contract and as amended | Required Annually and as amended | Required on-site | Check if submitted with package |
|--|---|---|----------------------------------|------------------|---------------------------------|
| 4. Documents Required for Non Profit Agencies and as applicable for Profit Agencies | | | | | |
| U. | Dated List of Names, Titles, Addresses, and Terms of Board of Directors | | 1 | | <input type="checkbox"/> |
| V. | Copy of the most recently approved Board Minutes | | | | <input type="checkbox"/> |
| W. | Agency By-Laws | | | | <input type="checkbox"/> |
| X. | Tax Exempt Certification | | | | <input type="checkbox"/> |
| Y. | Form 990 – Return of Organization Exempt From Income Tax | | | | <input type="checkbox"/> |
| 5. Documents Required for Profit Agencies only | | | | | |
| Z. | U.S. Corporation Income Tax Return, Form 1120 | | | | <input type="checkbox"/> |
| AA. | Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate | | | | <input type="checkbox"/> |
| BB. | Ownership Disclosure Form | | | | <input type="checkbox"/> |
| 6. Agency Policies and Organizational Information | | | | | |
| CC. | Organizational Chart | | 1 | | <input type="checkbox"/> |
| DD. | Personnel Manual (including job descriptions of staff) and Employee Handbook | | | | <input type="checkbox"/> |
| EE. | Affirmative Action Policy/Plan | | | | <input type="checkbox"/> |
| FF. | Conflict of Interest Policy and Attestation Form (DCF.P8.05) | | | | <input type="checkbox"/> |
| GG. | Procurement Policy (DCF.CRM.2.3) | | | | <input type="checkbox"/> |
| HH. | Equipment Inventory (items purchased with DCF funds) (DCF.P4.05) | | | | <input type="checkbox"/> |
| 7. Audit | | | | | |
| II. | Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (DCF.P7.06) | | 1 | | <input type="checkbox"/> |
| JJ. | Copy of Audit (DCF.P7.06) | | | | <input type="checkbox"/> |
| 8. Other Supporting Documents | | | | | |
| KK. | Annual Report to Secretary of State (DCF.P1.04) | | | | <input type="checkbox"/> |
| LL. | Annual Report – Charitable Organizations (DCF.P1.03) | | | | <input type="checkbox"/> |
| MM. | ACH – Credit authorization for automatic deposits (for new requests only) | | | | <input type="checkbox"/> |
| NN. | W-9 Form (for New Agencies only) | | | | <input type="checkbox"/> |
| 9. Additional Division/Office Specific Forms | | | | | |
| 1. | | | | | <input type="checkbox"/> |
| 2. | | | | | <input type="checkbox"/> |
| 3. | | | | | <input type="checkbox"/> |
| 4. | | | | | <input type="checkbox"/> |
| 5. | | | | | <input type="checkbox"/> |

The contracted agency agrees to submit, to the DCF Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.

Standard Language Document for Social Service and Training Contracts

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

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Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local

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laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- a) State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b) The federal Civil Rights Act of 1964 (as amended);
- c) P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d) The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e) The federal Equal Employment Opportunity Act;
- f) Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; and
- g) The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure

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to comply with this paragraph or the above referenced citation will result in cause for the Department to Terminate this contract.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer and Provider Agency, partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount of the set-off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the contractor (Provider Agency) agrees as follows:

- a) The contractor and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b) Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;

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- Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f) The contractor and subcontractor(s) will send a notice to each labor union or representative or workers with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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- j) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable state and federal law and applicable state and federal court decisions.
- k) The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l) The contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a) Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b) Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards

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and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

- c) Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d) Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e) Accounting records supported by source documentation;
- f) Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g) Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

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Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status,

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and take any action(s) listed in accordance with Department Policy Circular DCF.P9.05, Contract Default. Notice shall follow the procedures established in the Policy.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et. seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a) Approve the assignment and continue the Contract to term;
- b) Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department;
or

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- c) Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may terminate the Contract for Cause.

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Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.06a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.06a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or

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programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon the availability of funds.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 *et seq.*, Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for

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funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay; or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his

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official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

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CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 15 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

| | |
|--|--|
| BY: _____ (Signature) | BY: _____ (Signature) |
| Robert M. Damminger (Type) | Jewel Johnson (Type) |
| Freeholder Director | Business Administrator, SBO |
| TITLE: _____ (Type) | TITLE: _____ (Type) |
| Gloucester County Dept. of Human Services - Div. of Social Services | DCF/DYFS |
| PROVIDER AGENCY: _____ (Type) | DEPARTMENTAL COMPONENT: _____ (Type) |
| DATE: _____ | DATE: _____ |
| Contract Effective Date: _____ | 1/1/12 |
| Contract Expiration Date: _____ | 12/31/12 |
| Contract Number: _____ | 12AHHS |
| Contract Ceiling: _____ | \$29,331 |
| Federal ID#: _____ | 21-6000660 |
| Provider Contact Individual: _____ (Print Name) | Hazel Porter |

Contract Number: 12AHHS
Contract Period: 1/1 to 12/31/12

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ANNEX A

I. Please indicate which Division/Office the Contract is being awarded through:

- DIVISION OF CHILD BEHAVIORAL HEALTH SERVICES (DCBHS)
- DIVISION OF PREVENTION AND COMMUNITY PARTNERSHIP (DPCP)
- DIVISION OF YOUTH AND FAMILY SERVICES (DYFS)
- TRAINING ACADEMY
- OFFICE OF CENTRAL OPERATIONS
- OFFICE OF COMMUNICATION AND LEGISLATION
- OFFICE OF EDUCATION

II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):

- | | |
|---|-----------|
| 1. <u>Homelessness Prevention Program</u> | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

Note: Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information
- Section 2.2 Program Description
- Section 2.3 Performance Outcomes
- Section 2.4 Personnel Information Sheet
- Section 2.5 Level of Service Form

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

CONTRACT SUMMARY SHEET

Provider Agency Gloucester Co. Div. Of Social Services **Contract #** 12AHHS
Mailing Address 400 Hollydell Drive **Federal ID** 21-6000660
Sewell, New Jersey
08080
Telephone Number 856 - 582 -9200
Provider Agency Fiscal Year End 12/31/12

Contract Effective Date 1/1/2012 **to** 12/31/2012 **Contract Ceiling** \$29331.00

Organization Type County
Municipal (i.e. School)
Private, Non-Profit
Private, For-Profit % Indicate % of profit charged towards contract
Faith-Based
Hospital-Based

Chief Executive Officer Edward Smith
Title Superintendent
Mailing Address 400 Hollydell Drive
Sewell, New Jersey
08080
Telephone Number 856 - 256 -2105
Fax Number 856 - 256 -2885
E-Mail Address esmith@co.gloucester.nj.us

All notices relevant to this contract should be sent to:

Name & Title Hazel Porter
Mailing Address 400 Hollydell Drive
Sewell, New Jersey
08080
Telephone Number 856 - 256 -2270
Fax Number 856 - 256 -2885
E-Mail Address hporter@co.gloucester.nj.us

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARDIZED BOARD RESOLUTION FORM**

Supporting Information for Contract #: 12AHHS

Contract Period: 1/1/12 to 12/31/12

Agency: Gloucester County Division of Social Services

Certification:

We certify that the information contained in, or attached to, this contract document is accurate and complete.

Chair, Board of Directors
(Original signature)

Date

Executive Director
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Robert M. Damminger
Name

Freeholder Director
Title

Gary Schwartz
Name

CFO/Treasurer
Title

Tamela Spissell
Name

Fiscal Officer
Title

STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated _____.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

* **NOTE: This section does not apply to DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

Contract Number: 12AHHS

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
AUTHORIZED SIGNATURES
Section 1.1

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

| | Name | Position | # of Signatures Required |
|---------------------------------------|-----------------------|---------------------|--------------------------|
| Contract | 1 Robert M. Damminger | Freeholder Director | 1 |
| | 2 | | |
| | 3 | | |
| Quarterly and Final Financial Reports | 1 Tamela Spissell | Fiscal Officer | 1 |
| | 2 | | |
| | 3 | | |
| Contract Modification | 1 Robert M. Damminger | Freeholder Director | 1 |
| | 2 | | |
| | 3 | | |
| Checks | 1 Gary Schwartz | Cfo/Treasurer | |
| | 2 | | |
| | 3 | | |
| Other Contracts and Agreements | 1 Robert M. Damminger | Freeholder Director | |
| | 2 | | |
| | 3 | | |

Submitted by:

Primary Signatory: _____ Title: _____

Original Signature: _____ Date: _____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

1. **Summarize the agency's purpose and mission.**
 - **Indicate long and short term goals**
 - **Identify the agency's method for goal measurement**

The long and short term goals of the program is to prevent homelessness and to maintain a safe environment for those self sufficient families or individuals that have met with an unexpected situation putting them at risk for eviction, utility termination, lack of heat and permanent housing. Providing services to avoid these conditions from taking place is the method of goal measurement.

2. **Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

Program as outlined in the past year failed to meet the needs of the clients as clients often needed more assistance than what could be provided. Clients then needed to seek other resources in order to secure amounts avoid eviction or termination of services. Clients also presented needing multiple services be it assistance with utilities and rent/mortgage arrears. Clients often failed in securing the additional assistance needed, therefore rendering them ineligible for the program as it would not have been in line with the goal of the program.

3. **Describe the Agency's self-evaluation process.**
 - **Identify the tools used**
 - **Explain their function in the quality improvement process**
 - **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

Agency has no specific tool of evaluation other than the review of the individual cases to determine why specific needs could or could not be met. It has been determined that two conditions of the program need to be changed in order to be more effective for those needing temporary assistance: (1) Multiple services must be provided to each family or individual as it is counter productive to have clients

seeking assistance from multiple resources. If resources are not available then the client remains at risk and funding can not be offered as it would not prevent homelessness (2) As housing and utility costs have skyrocketed the amounts of each service allotment should be increased to be effective in meeting the necessary need.

4. Provide a brief description of the agency's most significant accomplishment to date.

Preventing homelessness, restoring or maintaining utility services, assisting in the securing of permanent housing and to provide fuel oil is note worthy of keeping families/individuals intact and independent. Being able to assist with oil deliveries was needed as it helped families with children and the senior during the period before applications for heating assistance was available.

5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.

Outreach efforts are facilitated through the county's CEAS and HSAC entities. They are able to disperse information related to the program requirements to community and governmental service providers. Agency staff is aware of the information and shares through interacting with county and state agency personnel. Brochures are created and made available as well.

6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.

There are no written interagency agreements in place. Agency staff is available to discuss referrals with an outside entity. Individuals must come into the office to complete the necessary application and to present the supporting documentation.

7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.

When an unusual situation is presented and clients are unable to come to the agency a home visit can be done by staff to complete application and gather documentation. Accomodations are made for those that are hearing impaired and have language barriers. The agency is also handicapped accessible.

8. Describe the agency's approach to staff training and development.

Agency/Organization Description continued

Training and development is primarily done within the agency. Trainers have been offered on cultural diversity and customer service. Workers can also take advantage of training outside of the agency that is related to job specifications.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

| | POSITION NAME/TITLE | NAME OF EMPLOYEE | DAILY WORK HOURS | | QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS) | FUNCTIONAL JOB DUTIES |
|---|-----------------------------|---------------------|------------------|--------|--|--|
| | | | FROM | TO | | |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Adm Sup | Hazel Porter | 8:15am | 4:45pm | Civil service | Oversee activities of department staff. Plan, develop and implements work standards, services and procedures for staff |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Supervisor | Theresa Taylor | 7:45am | 4:15pm | Civil service | Supervise the work of department staff |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Supervisor | Felicita Johns | 7:30am | 4:45pm | Civil service | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Specialist | Barbara Novick | 7:30am | 4:45pm | Civil service/Master's Degree | Interview, determines eligibility |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Shirley Anderson | 7:30am | 3:45pm | Civil service | Process cases, generate vendor payments |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Christine Jefferson | 7:30am | 4:45pm | " | Interview and complete application taking documentation for eligibility |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Thomas Stott | 7:30am | 4:45pm | " | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Cecilia Brennan | 7:30am | 4:45pm | " | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Stefanie Hasselman | 7:30am | 4pm | Civil service/Master's Degree | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Celma Lee | 7:30am | 4:45pm | Civil service | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Karen Sanders | 7:30am | 4:45pm | " | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Human Services Specialist 3 | Guiselle Spencer | 7:30am | 4:45pm | " | " |

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
PROGRAM NAME AND SERVICE DELIVERY INFORMATION
Section 2.1**

| | | | |
|--|---------------------------------|--|--|
| Program Name: | Homelessness Prevention Program | | |
| *DCF/DHS Service Dictionary Definition (Primary Tier) | | | |
| Medicaid Provider Number (if applicable): | | | |
| **Site Address (Primary site, if multiple): | 400 Hollydell Drive | | |
| City, State, and Zip | Sewell, New Jersey 08080 | | |
| Site Phone Number: | 856-582-9200 | | |
| OOL License Number and Capacity (if applicable) | | Contracted Level of Service (if applicable) | |
| Program Director/Coordinator | Hazel Porter | | |
| Telephone Number: | 856 - 256 - 2270 | | |
| Fax Number: | 856 - 256 - 2885 | | |
| E-Mail Address: | hporter@co.gloucester.nj.us | | |

**Contact your Contract Administrator if unknown*

***Attach a list of all site addresses, number of Contracted Capacity and license capacity per location on a separate sheet at time of renewal. It is noted that this could change during the course of the contract term. Updates are to be provided, upon request, by DCF.*

Services will be available as follows (designate time):

| | <u>From</u> | <u>To</u> |
|-----------|-------------|-----------|
| Sunday | n/a | n/a |
| Monday | 8am | 4pm |
| Tuesday | " | " |
| Wednesday | " | " |
| Thursday | " | " |
| Friday | " | " |
| Saturday | n/a | n/a |

Services will not be available on the following occasions:

| <u>Date (s)</u> | <u>Occasion</u> |
|------------------------|--------------------------|
| 1/2/12 | County approved holidays |
| 1/16/12 | " |
| 2/20/12 | " |
| 4/6/12 | " |
| 5/28/12 | " |
| 7/4/12 | " |
| 9/3/12 | " |
| 10/8/12 | " |
| 11/12, 11/22, 11/23/12 | " |
| 12/25/12 | " |

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Homelessness Prevention Program

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Gloucester County Division of Social Services proposes to utilize the funding from this contract to provide payments to individuals/ families from low to moderate income households having meet with an unexpected emergency, in the form of a direct payment to the vendor for the following services: mortgage or rents arrears (prevent homelessness); security deposit (obtain permanent housing); utility arrears-gas/electric (health and safety) and fuel oil deliveries (health and safety). Providing these services are designed to aid recipients in maintaining self sufficiency, to keep families intact and to provide a safe and healthy environment for the household, ultimately preventing homelessness.

To prevent client from "shopping" for assistance beyond program limitations at multiple agencies, program should be expanded to accommodate multiple needs. For example when client needs assistance with rental/mortgage arrears and utility arrears. Payments can be made for both services with stipulation.

When multiple services are requested: Payment should not exceed one month of actual payment for each of the services requested which could include late fees for the month of arrears.

When one service is requested the amounts should not exceed the following amounts:

- a. rent arrears not to exceed \$1250.00
- b. mortgage arrears not to exceed \$2150.00
- c. utility arrears not to exceed \$795.00
- d. security deposits not to exceed \$1700.00
- e. fuel oil delivery not to exceed 100 gallons of fuel at market value

Clients would be required to document the ability to continue maintain services

Program Description cont.

Clients can not receive assistance for two consecutive years
Clients can not be eligible for HUD, SSI, have a rental subsidy, receive Temporary Assistance for Needy Families (TANF) or General Assistance (GA)
Clients must meet the Title XX income guidelines for year 2012

2. **Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
 - **Indicate the program's level of experience with the target population.**
 - **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.**
 - **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

The Division has developed an efficient and effective assistance delivery of services over the years which insures an objective, centered approach which is sensitive to the needs of each individual case situation. All eligible applicants will be rendered service without discrimination in an atmosphere of mutual respect.

3. **Detail what the program intends to address through service delivery. State the results the program intends to achieve.**

Payment for housing related emergency services to include rent/mortgage arrears; utility arrears for restoration of service or prevention of termination; and oil deliveries resulting in the maintenance of permanent housing to prevent for health and safety reasons. This will be a one time payment payable to the vendor as outlined in program description.

4. **Describe the program service delivery method (i.e. in the community, on site).**

Application will be taken at the office during normal business hours, After review and upon approval, payments will be made as direct payments to vendors for the services provided.

5. **Detail how customers access services.**
 - **Cite any physical limitations that might preclude program admission or referral acceptance**

Program Description cont.

- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**
- **Indicate specific documents needed for referrals, when applicable**

Applicants can be self referred or referred from a community based source such as local government agencies, private non-profit agencies and voluntary or faith based organizations/agencies. Clients must be Gloucester County residents and be able to provide identification verifying this fact. Services provided must be for the applicant and applicant can not receive assistance from this program for two consecutive years.

- 6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.**

Applications will be taken at the Gloucester County Division of Social Services located at 400 Hollydell Drive Sewell, New Jersey 08080 between the hours of 8am and 4pm daily without appointment. In special situations, home visits may be made to accommodate a special need identified. Holiday closings are posted with advance notification. Agency is accessible to mass transit and requirements for handicap accessibility.

- 7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.**

There are no specific emergency procedures in place for this program. Decision can be rendered and expedited to avoid eviction and loss of or restoration of utility/heating services. Health and safety concerns will be given priority.

- 8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.**
 - **Indicate the number of unduplicated customers achieving results.**
 - **Indicate how the information was captured and measured.**

Unduplicated case totals for year 2012 was 92 of which 34 payments were distributed. These statistics are maintained using an EXCEL data base within the accounting department.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Homelessness Prevention Program

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Contract Number: 12AHHS

Program Name: Homelessness Prevention Program

PERFORMANCE OUTCOMES

| GOALS | OBJECTIVES | | | | | ACTIVITIES | | | | | PERFORMANCE OUTCOMES | |
|--|------------|----------------------|----|----|----|------------|---|----|----|----|--|----|
| | 1. | 2. | 3. | 4. | 5. | 1. | 2. | 3. | 4. | 5. | 1. | 2. |
| 1. To assist client in maintaining or securing permanent housing | 1. | Prevent homelessness | | | | 1. | Screen and evaluate eligibility | | | | 1. Keep families intact foster self sufficiency eliminate health and safety risk to families/individuals | |
| | 2. | | | | | 2. | Review & verify documentation | | | | | |
| | 3. | | | | | 3. | Make appropriate vendor payments | | | | | |
| | 4. | | | | | 4. | Notify client and vendor of case status | | | | | |
| | 5. | | | | | 5. | | | | | | |
| 2. | 1. | | | | | 1. | | | | | 2. | |
| | 2. | | | | | 2. | | | | | | |
| | 3. | | | | | 3. | | | | | | |
| | 4. | | | | | 4. | | | | | | |
| | 5. | | | | | 5. | | | | | | |
| 3. | 1. | | | | | 1. | | | | | 3. | |
| | 2. | | | | | 2. | | | | | | |
| | 3. | | | | | 3. | | | | | | |
| | 4. | | | | | 4. | | | | | | |
| | 5. | | | | | 5. | | | | | | |
| 4. | 1. | | | | | 1. | | | | | 4. | |
| | 2. | | | | | 2. | | | | | | |
| | 3. | | | | | 3. | | | | | | |
| | 4. | | | | | 4. | | | | | | |
| | 5. | | | | | 5. | | | | | | |
| 5. | 1. | | | | | 1. | | | | | 5. | |
| | 2. | | | | | 2. | | | | | | |
| | 3. | | | | | 3. | | | | | | |
| | 4. | | | | | 4. | | | | | | |
| | 5. | | | | | 5. | | | | | | |

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4

Contract Number: 12AHHS

Program Name: Homelessness Prevention Program

| | POSITION NAME/TITLE | NAME OF EMPLOYEE | DAILY WORK HOURS | | % OF TIME TO PROGRAM | QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS) | FUNCTIONAL JOB DUTIES |
|---|------------------------|---------------------|------------------|--------|----------------------|--|--|
| | | | FROM | TO | | | |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Specialist | Barbara Novick | 7:30am | 4:45pm | 5% | Master's Degree/Civil Service | Review and determine eligibility |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Supervisor | Theresa Taylor | 7:45am | 4:15pm | 10% | Civil Service | oversight and review of staff functions |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Supervisor | Felicia Johns | 7:30am | 4:45pm | 5% | Civil Service | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Work Adm Supr. | Hazel Porter | 8:15am | 4:45pm | 5% | Civil Service | oversight and review of program |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Christine Jefferson | 7:30am | 4:45pm | 5% | Civil Service | interview and complete application obtaining documents for eligibility |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Thomas Stott | 7:30am | 4:45pm | 5% | " | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Shirley Anderson | 7:30am | 3:45pm | 10% | " | determine eligibility and process payments |
| <input type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Cecilia Brennan | 7:30am | 4:45pm | 5% | " | interview and complete application obtaining documents for eligibility |
| <input type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Stefanie Hasselman | 7:30am | 4pm | 5% | Civil Service/Master's Degree | " |
| <input checked="" type="checkbox"/> FT <input type="checkbox"/> PT | Social Worker | Celma Lee | 7:30am | 4:45pm | 5% | Civil Service | " |

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Homelessness Prevention Program
Service Type: Vendor Payments
Description of Unit Measurement: Payments For Rent, Utility And Mortgage Arrears; Security Deposits And Fuel Oil Delivery Payments
Number of Contracted Slots/Units: -0- none
Number of Annualized Units: 36

Numbers should reflect unduplicated service counts

| | 1 | 2 | 3 |
|----|--------------------------|--|----------------------|
| | MONTH | MONTHLY SERVICE DAYS OR UNITS | MONTHLY CONTRACT LOS |
| 1 | January | 24 | 0 |
| 2 | February | 20 | 0 |
| 3 | March | 22 | 0 |
| 4 | April | 20 | 4 |
| 5 | May | 22 | 4 |
| 6 | June | 21 | 4 |
| 7 | July | 21 | 4 |
| 8 | August | 23 | 4 |
| 9 | September | 19 | 4 |
| 10 | October | 22 | 4 |
| 11 | November | 18 | 4 |
| 12 | December | 19 | 4 |
| | ANNUAL TOTALS | 251 | 36 |

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County Department of Human Services/ Division of Social Services DATE January 1, 2012

CONTRACT# 12AHHS THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2 DATED January 1, 2011

FEDERAL I.D. # 21-600660

SECTION I: RATES

| PROGRAM/SERVICE | UNIT OF SERVICES | RATE PER SERVICE UNIT* | TYPE OF RATE | EFFECTIVE PERIOD FROM TO |
|-----------------|------------------|------------------------|--------------|--------------------------|
|-----------------|------------------|------------------------|--------------|--------------------------|

Homelessness Prevention

| | | | | |
|---------------------------------------|--------------------|---------|------------------|----------------------|
| Emergency Services Housing Related | Vendor Payments | Various | D/CR with DFD | 01/01/12 to 12/31/12 |
|---------------------------------------|--------------------|---------|------------------|----------------------|

Rent/Utilities/Mortgages and rental security deposits.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the provider Agency is _____ for the term of this contract (check here if not applicable)
- B. The Provider Agency shall submit to the Department a () monthly, () quarterly, () semi-annual, () annual report certifying to the actual program expenditures consistent with the Provider's approved budget set fourth in the Contract Budget. This report is due _____ days after the end of the reporting period. (Check here is periodic expenditure reporting is not applicable)
- C. The Provider Agency shall submit to the Department a () monthly, (X) quarterly, () semi-annual, () annual report certifying to the actual units of service delivered during the reporting period. This report is due 30 days after the end of the reporting period. (Check here if periodic level of service reporting is not applicable)
- D. Other: All requests for services must include a Special Approval request (SAR) which requires the signature of the local office manager or designee approving the service. The SAR must be received prior to the requested services. Failure to obtain written approval will jeopardize payment for services. In order to facilitate payment, you can submit invoices no later than 30 days following the provision of services. Please use the **New Jersey Spirit Resource Id #10114076** when billing.

All invoices (K 100's) must be presented to the appropriate DYFS Local office no later then ninety (90) days after a service is provided. Any invoices (K 100's) presented beyond that date, will not be processed for payment without the special approval of the DYFS Regional Business Manager.

You have ninety (90) days after the ending date of your contract to notify the appropriate Local office, in writing, for any K-100's submitted during the contract for which you have not received payment.

- E. All progress reports, evaluations, treatment plans or other relevant reports requested by the Local Office as part of their negotiations with you must be received by the case manager within 10 working days or by the date agreed between you and the case manager. Failure to comply with their request may result in a delay in payment until such time as the reports are received.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County Department of Human Services Division of Social Services DATE January 1, 2012

CONTRACT# 12AHHS

SECTION III: GENERAL

- A. Limitations: Use of the rate (s) contained in this Annex is subject to any statutory or administrative limitation. Acceptance of the rate (s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate (s) is subsequently found to be materially incomplete or inaccurate. In addition, if this rate (s) agreed to herein was/were calculated based on the cost contained in the Contract Budget (Annex B), acceptance of the rate (s) is predicated on the conditions that: (1) no costs other than Provider Agency costs were included in the Annex B as finally accepted; (2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing costs principles; and (3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
 - 1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when actual costs are reported.
 - 2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually one year.
- C. Notification of State agencies: Copies of this document may be furnished to other State agencies as means of notifying them of the information it contains
- D.

SECTION IV: SIGNATURES

| | |
|---|--|
| <p>BY THE AGENCY</p> <hr/> <p>SIGNATURE</p> <p style="text-align: center;">Robert M. Dammingier</p> <hr/> <p>NAME</p> <p style="text-align: center;">Freeholder Director</p> <hr/> <p>TITLE</p> <hr/> <p>DATE</p> | <p>BY THE DIVISION</p> <hr/> <p>SIGNATURE</p> <p style="text-align: center;">Madeleine Myles</p> <hr/> <p>NAME</p> <p style="text-align: center;">Business Administrator Southern Business Office</p> <hr/> <p>TITLE</p> <hr/> <p>DATE</p> |
|---|--|

DEPARTMENT OF CHILDREN AND FAMILIES
 SCHEDULE OF ESTIMATED CLAIMS
 THIRD PARTY CONTRACTS

ORIGINAL
 MOD#

DIVISION: DYFS DJCR with DFD

PROVIDER NAME: Gloucester County DHS/Div. of Soc. Svcs CONTRACT NO.: 12AHHS CONTRACT PERIOD: January 1, 2012 to December 31, 2012

| SERVICE PERIOD MONTH/YEAR | COMPONENT # 1 Homeless Prevention Program | ESTIMATED CLAIM | |
|------------------------------|---|--------------------|--------------------|
| | | MONTHLY | YTD |
| January-12 | \$2,444 | \$2,444.00 | \$2,444.00 |
| February-12 | \$2,444 | \$2,444.00 | \$4,888.00 |
| March-12 | \$2,444 | \$2,444.00 | \$7,332.00 |
| April-12 | \$2,444 | \$2,444.00 | \$9,776.00 |
| May-12 | \$2,444 | \$2,444.00 | \$12,220.00 |
| June-12 | \$2,444 | \$2,444.00 | \$14,664.00 |
| July-12 | \$2,444 | \$2,444.00 | \$17,108.00 |
| August-12 | \$2,444 | \$2,444.00 | \$19,552.00 |
| September-12 | \$2,444 | \$2,444.00 | \$21,996.00 |
| October-12 | \$2,444 | \$2,444.00 | \$24,440.00 |
| November-12 | \$2,444 | \$2,444.00 | \$26,884.00 |
| December-12 | \$2,447.00 | \$2,447.00 | \$29,331.00 |
| TOTALS | \$29,331.00 | \$29,331.00 | \$29,331.00 |

ORIGINAL CONTRACT CEILING: \$29,331.00 MOD# 1 _____ MOD# 2 _____ MOD# 3 _____ MOD# 4 _____

AUTHORIZED PROVIDER SIGNATURE: _____ DATE: _____

CONTRACT SUPERVISOR SIGNATURE: _____ DATE: _____

EXPENDITURE SUMMARY: NONE MONTHLY QUARTERLY OTHER
 COST RELATED NON COST RELATED ADVANCE PAYMENT: NONE MONTHLY

REIMBURSEMENT:

- PERIODIC REPORTED EXPENDITURES
- INSTALLMENTS
- PROVISIONAL
- FIXED RATE

DEPARTMENT OF CHILDREN AND FAMILIES
SCHEDULE OF ESTIMATED CLAIMS
THIRD PARTY CONTRACTS
REIMBURSABLE CONTRACT CEILING: \$29,331.00

FY: 2012 AMOUNT: \$14,664 FY: 2013 AMOUNT: \$14,667

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Gloucester County Department
of Human Services --Division
of Social Services

Contract Number: 12AHHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A.52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

| Contractor and/or Subcontractor | Description of Services | Performance Location By County | Reasons Why Services Cannot be Performed in US |
|---|---|--------------------------------|--|
| Gloucester County Division of Social Services | rent/mortgage, utility arrears, rent security deposits, fuel oil delivery | Sewell, New Jersey | |
| | | | |
| | | | |
| | | | |
| | | | |

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Gloucester County Department of
Human Services--Division of
Social Services
Name of Organization or Entity

Freeholder Director

By: _____

Title: _____

Print Name: Robert M. Damminger

Date: _____

STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated _____.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

* **NOTE: This section does not apply to DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

Donor Agreement # 12AHHS

PUBLIC DONOR AGREEMENT

AGREEMENT between State of NJ, Dept. of Children & Families, Division of Youth & Family Services (the "Provider Agency") and The County of Gloucester Board of Chosen Freeholders (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. Donated Resources means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. In-Kind Contributions means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. Term – This agreement shall begin on January 1, 2012 (date), and shall terminate on December 31, 2012 (date), barring any outstanding obligations of either party.
3. Donated Resources – The Donor agrees to provide Donated Resources in an amount totaling \$9777.00 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

| Payment (s) | Date Due | Cash | In-Kind* | Total |
|-------------|--------------|-----------|----------|-------|
| | | \$9777.00 | | |
| | | | | |
| | | | | |
| | | | | |
| | TOTAL | 9777.00 | | |

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Community Development
Service Contract Title: Human Services Planning
Service Contract #: 12AHHS

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

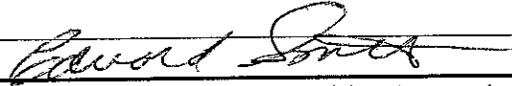
In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

| | | | |
|-----|--|-----|--|
| BY: | | BY: |  |
| | Signature of Donor's Authorized Representative | | Signature of the Provider Agency's Authorized Representative |

| | | | |
|----------------|---|-------------------|---|
| NAME: | Robert M. Damminger | NAME: | Edward Smith |
| TITLE: | Freeholder Director | TITLE: | Superintendent |
| DONOR: | Gloucester County Board of Chosen Freeholders | PROVIDER AGENCY: | Gloucester County Division of Social Services |
| DONOR ADDRESS: | PO Box 337 Woodbury, New Jersey 08096 | PROVIDER ADDRESS: | 400 Hollydell Drive Sewell, New Jersey 08080 |
| PHONE NUMBER: | 856-853-3390 | PHONE NUMBER: | 856-256-2105 |
| DATED: | | DATED: | |

Donor Agreement # 12AHHS

Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

| | | | |
|------------------------------------|-----------------------------------|--|--|
| A. | Personnel Services | | |
| B. | Consultants and Professional Fees | | |
| C. | Materials and Supplies | | |
| D. | Facility Costs | | |
| E. | Specific Assistance to Clients | | |
| F. | Other | | |
| TOTAL IN-KIND CONTRIBUTIONS | | | |

Donor Agreement # 12AHHS

ATTACHMENT 3A

Cash Contributions

List the total Cash Contributions applicable to each Contract budget category. A detailed description of the Cash Contribution for each budget category is to be attached.

A. Personal Services

B. Consultants and Professional Fees

C. Materials and Supplies

D. Facility Costs

E. Specific Assistance to Clients
\$9,777 (**Please see our description below)

F. Other

TOTAL CASH CONTRIBUTIONS

\$ 9,777

***These funds will be spent in the same manner as the grant funds of \$29,331

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/ Division of Social Services
(Agency Name)

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services/Division of Social Services with an address of 400 Holly Dell Drive, Sewell, NJ 08080 and the New Jersey Department of Children and Families, Division of Youth and Family Services, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: "Agreement" shall mean this Business Associate Agreement Amending the Underlying Contract.
 - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
 - h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

- i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for Homeless Prevention Program, designated as Contract #12AHHS.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section G of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section H of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of 4/14/03 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT #12AHHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services/Division of Social Services
(Agency Name)

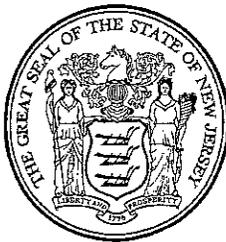
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County DHS/ Div. of Social Services
400 Holly Dell Drive
Sewell, NJ 08080

Facsimile # (856) 256-2885



***NEW JERSEY STATE
POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE***

I. POLICY

a. Protected Categories

The State of New Jersey is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the State of New Jersey strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the state and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

b. Applicability

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment in State departments, commissions, State colleges or universities, agencies, and authorities (hereafter referred to in this section as "State agencies" or "State agency"). The State of New Jersey will not tolerate harassment or

discrimination by anyone in the workplace including supervisors, co-workers, or persons doing business with the State. This policy also applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed).

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual's ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

II. PROHIBITED CONDUCT

a. Defined

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in I4(a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions and career development.

It is also a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in I(a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in I(a) above;
- Treating an individual differently because of the individual's race, color, national origin or other protected category, or because an individual has the physical, cultural or linguistic characteristics of a racial, religious, or other protected category;

- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious or other protected category;
- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;
- Using derogatory references with regard to any of the protected categories in any communication;
- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories; or
- Displaying or distributing material (including electronic communications) in the workplace that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;
- Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;
- Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, text messages, invitations, gestures or inappropriate comments about a person's clothing;
- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

III. EMPLOYEE RESPONSIBILITIES

Any employee who believes that she or he has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment is encouraged to promptly report the incident(s) to a supervisor or directly to the State agency's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the State agency to receive workplace discrimination complaints.

All employees are expected to cooperate with investigations undertaken pursuant to VI below. Failure to cooperate in an investigation may result in

administrative and/or disciplinary action, up to and including termination of employment.

IV. SUPERVISOR RESPONSIBILITIES

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the State agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the State agency to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and in the State of New Jersey Model Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace (Model Procedures), a supervisor is defined broadly to include any manager or other individual who has authority to control the work environment of any other staff member (for example, a project leader).

V. DISSEMINATION

Each State agency shall annually distribute the policy described in this section, or a summarized notice of it, to all of its employees, including part-time and seasonal employees. The policy, or summarized notice of it, shall also be posted in conspicuous locations throughout the buildings and grounds of each State agency (that is, on bulletin boards or on the State agency's intranet site). The Department of the Treasury shall distribute the policy to State-wide vendors/contractors, whereas each State agency shall distribute the policy to vendors/contractors with whom the State agency has a direct relationship.

VI. COMPLAINT PROCESS

Each State agency shall follow the Model Procedures with regard to reporting, investigating, and where appropriate, remediating claims of discrimination/harassment. See N.J.A.C. 4A:7-3.2. Each State agency is responsible for designating an individual or individuals to receive complaints of discrimination/harassment, investigating such complaints, and recommending appropriate remediation of such complaints. In addition to the Equal Employment Opportunity/Affirmative Action Officer, each State agency shall designate an alternate person to receive claims of discrimination/harassment.

All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough and

impartial manner. The results of the investigation shall be forwarded to the respective State agency head to make a final decision as to whether a violation of the policy has been substantiated.

Where a violation of this policy is found to have occurred, the State agency shall take prompt and appropriate remedial action to stop the behavior and deter its reoccurrence. The State agency shall also have the authority to take prompt and appropriate remedial action, such as moving two employees apart, before a final determination has been made regarding whether a violation of this policy has occurred.

The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

Each State agency shall maintain a written record of the discrimination/harassment complaints received. Written records shall be maintained as confidential records to the extent practicable and appropriate.

VII. PROHIBITION AGAINST RETALIATION

Retaliation against any employee who alleges that she or he was the victim of discrimination/harassment, provides information in the course of an investigation into claims of discrimination/harassment in the workplace, or opposes a discriminatory practice, is prohibited by this policy. No employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

Following are examples of prohibited actions taken against an employee because the employee has engaged in activity protected by this subsection:

- Termination of an employee;
- Failing to promote an employee;
- Altering an employee's work assignment for reasons other than legitimate business reasons;
- Imposing or threatening to impose disciplinary action on an employee for reasons other than legitimate business reasons; or
- Ostracizing an employee (for example, excluding an employee from an activity or privilege offered or provided to all other employees).

VIII. FALSE ACCUSATIONS AND INFORMATION

An employee who knowingly makes a false accusation of prohibited discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, may be subjected to administrative and/or disciplinary action, up to and including termination of employment. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

IX. CONFIDENTIALITY

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

X. ADMINISTRATIVE AND/OR DISCIPLINARY ACTION

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

XI. TRAINING

All State agencies shall provide all new employees with training on the policy and procedures set forth in this section within a reasonable period of time after each new employee's appointment date. Refresher training shall be provided to all employees, including supervisors, within a reasonable period of time. All State agencies shall also provide supervisors with training on a regular basis regarding their obligations and duties under the policy and regarding procedures set forth in this section.

Issued: December 16, 1999
Revised: June 3, 2005
Revised: August 20, 2007
See N.J.A.C. 4A:7-3.1

PRODUCER
Conner Strong & Buckelew
MEL/JIF Underwriting Unit
231 Main Street, CN 2017
Toms River, NJ 08754

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

INSURER A: Gloucester County Insurance Commission
INSURER B: New Jersey Counties Excess JIF
INSURER C: Star Insurance Excess Liability
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC | GLOC20123-10 | 1/1/2012 | 1/1/2013 | EACH OCCURRENCE \$ 250,000 FIRE DAMAGE (Any One Fire) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | GLOC20123-10 | 1/1/2012 | 1/1/2013 | COMBINED SINGLE LIMIT (EA accident) \$ 250,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ |
| B | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | NJCE20123-10 | 1/1/2012 | 1/1/2013 | EACH OCCURRENCE \$ 250,000 AGGREGATE \$ |
| A | WORKERS' COMPENSATION AND EMPLOYERS LIABILITY | GLOC20123-10 | 1/1/2012 | 1/1/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000 |
| C | OTHER Excess Liab | CP0641952 | 1/1/2012 | 1/1/2013 | \$5,000,000 Per Occ XS of \$500,000; * |
| B | WC & Emp Liab | NJCE20123-10 | 1/1/2012 | 1/1/2013 | \$250,000 Excess of \$250,000 |
| C | WC & Emp Liab | CP0641952 | 1/1/2012 | 1/1/2013 | \$5,000,000 Per Occ XC of \$500,000; * |

DESCRIPTION OF OPERATIONS: ANY ALTERATIONS WILL VOID THIS CERTIFICATE. * \$10,000,000 ANNUAL AGGREGATE
Evidence of insurance. All operations usual to County Governmental Entity as respects to Title XX Social Services for the Homeless 2012 Grant and Gloucester County Division of Social Services. CLD

CERTIFICATE HOLDER

ADDITIONAL INSURED;INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

State of New Jersey Department of Children & Families
State of New Jersey DYFS Project
Camden Area Office
201 Laurel Road/4 Echelon Plaza/1st Floor
Voorhees, NJ 08043

AUTHORIZED REPRESENTATIVE



Board of Freeholders



Robert M. Damminger
Freeholder Director
2 South Broad Street
P.O. Box 337
Woodbury, New Jersey 08096
(856) 853-3395
(856) 853-3495 - Fax
rdamminger@co.gloucester.nj.us



Giuseppe (Joe) Chila
Deputy Freeholder Director
2 South Broad Street
P.O. Box 337
Woodbury, New Jersey 08096
(856) 853-3382
(856) 853-3324 Fax
jchila@co.gloucester.nj.us



Lyman Barnes
Freeholder
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
(856) 853-3380
(856) 853-3379
lbarnes@co.gloucester.nj.us



Vincent H. Nestore Jr.
Freeholder
2 South Broad Street
P.O. Box 337
Woodbury, New Jersey 08096
(856) 853-3383
(856) 853-3385 Fax
vnestore@co.gloucester.nj.us



Heather Simmons
Freeholder
2 South Broad Street
P.O. Box 337
Woodbury, New Jersey 08096
(856) 853-3378
(856) 853-3396 Fax
hsimmons@co.gloucester.nj.us

Adam J. Taliaferro
2 South Broad Street
P.O. Box 337



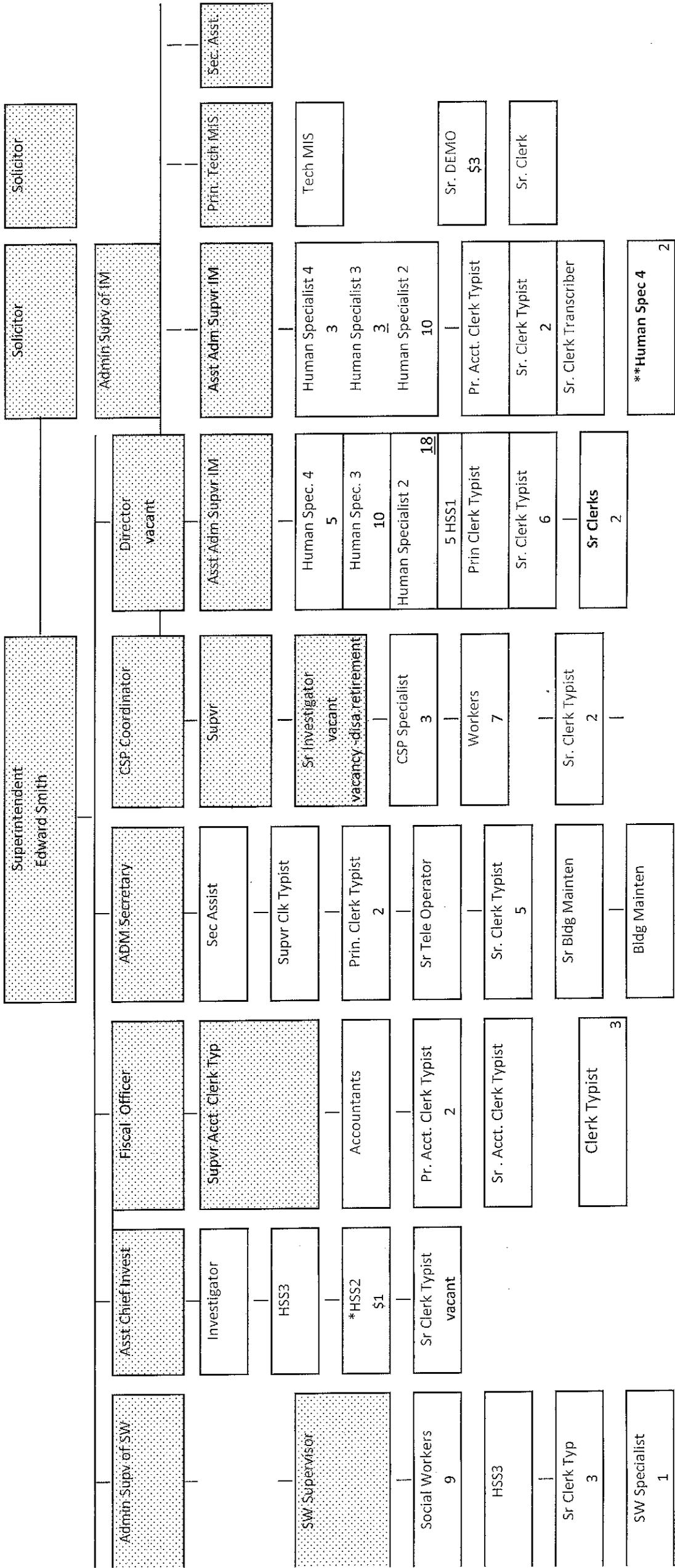
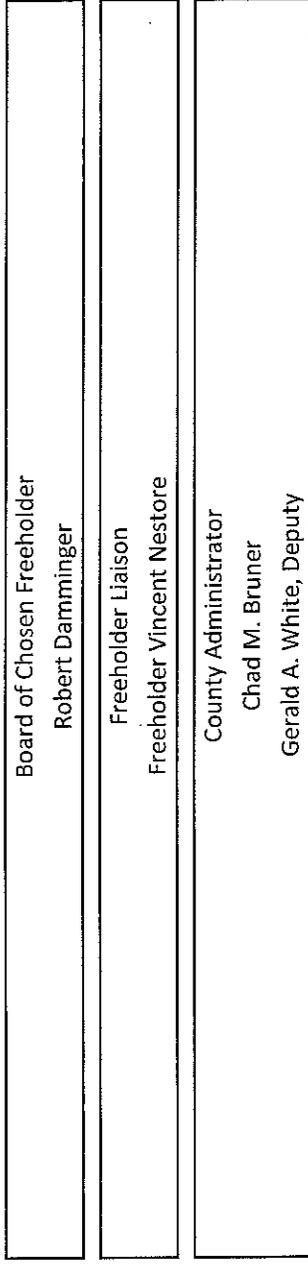
Woodbury, NJ 08096
(856) 853-3384
(856) 853-3298
ataliaferro@co.gloucester.nj.us



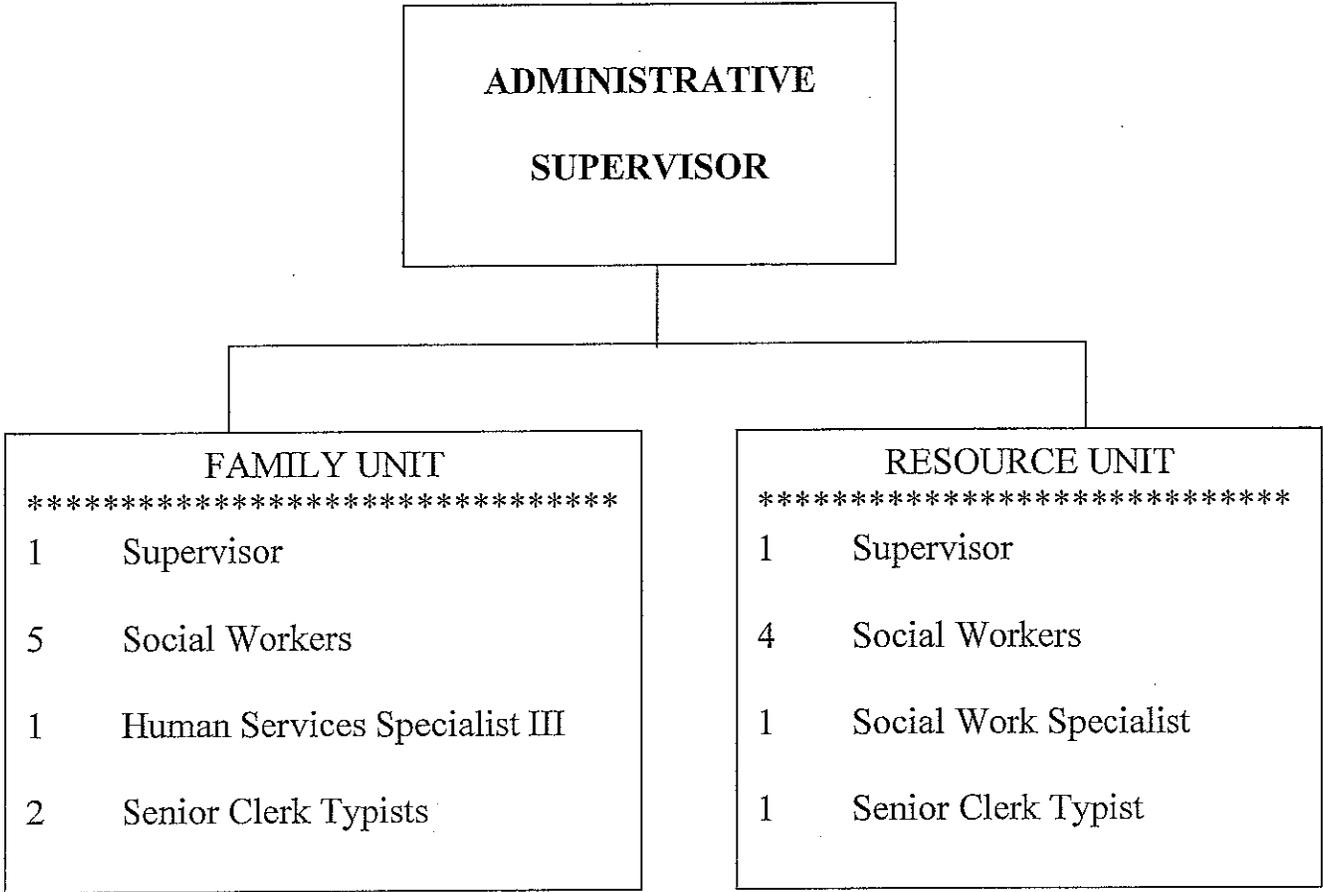
Larry Wallace
Freeholder
2 South Broad Street
P.O. Box 337
Woodbury, New Jersey 08096
(856) 853-3386
(856) 853-3387 Fax
lwallace@co.gloucester.nj.us

2012 ORGANIZATIONAL CHART

Social Services



GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES
Social Services Department
2012 ORGANIZATIONAL CHART



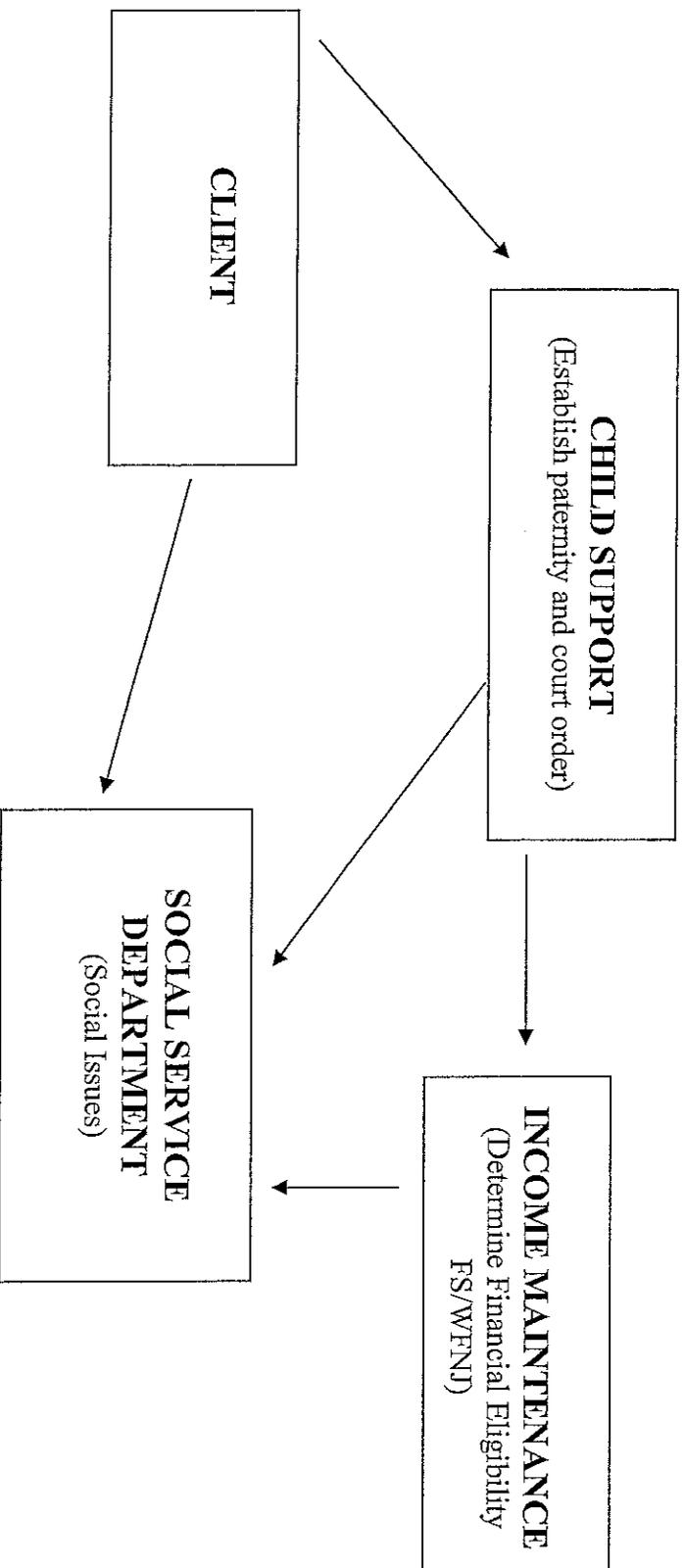
The Social Services Department receives Intake referrals from all departments within the Division, receives calls from outside sources as well as walk-ins that have been self-referred or referred by a community resource.

Most cases are complex but steps are taken to address the immediate concerns of those entering the doors. An application is taken and the intake worker then completes an assessment interview. Once the immediate need is addressed then the case is assigned to a primary social worker to assist with long range relief by providing necessary ongoing services as needs are identified.

The presenting problems could involve: homelessness, imminent homelessness, housing and utility services, adult protective services, neglect and/or abuse, boarding home concerns and/or food emergencies.

**GLOUCESTER COUNTY DIVISION OF
SOCIAL SERVICES**

CLIENT FLOW CHART





State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES
PO Box 729
TRENTON, NEW JERSEY 08625-0729

JON S. CORZINE
Governor

KIMBERLY S. RICKETTS
Acting Commissioner

July 7, 2008

Dear Colleague:

The State of New Jersey is committed to ensuring that every State employee is provided with a workplace that is free from any form of unlawful discrimination. The "New Jersey State Policy Prohibiting Discrimination in the Workplace" states that "The State of New Jersey will not tolerate harassment or discrimination by anyone in the workplace, including persons conducting business with the State." This policy applies to the staff of our contracted service provider agencies.

Therefore, the Department of Children and Families (DCF) is disseminating to contracted service provider agencies the following documents:

- 1) New Jersey State Policy Prohibiting Discrimination in the Workplace.
- 2) New Jersey State Model Procedures for Internal Complaints Alleging Discrimination in the Workplace.
- 3) Acknowledgement of Receipt.

Please distribute this important information to your employees. In addition, please sign the Acknowledgement of Receipt and mail it to:

Department of Children and Families
Office of Equal Employment Opportunity and Affirmative Action
P.O. Box 729
Trenton, NJ 08625-0729

I thank you for your cooperation. It is important that we work together to ensure that unlawful discrimination and harassment does not exist anywhere in our workplace.

Sincerely,

Kimberly S. Ricketts
Acting Commissioner

KSR:1F
Enclosures

RESOLUTION AUTHORIZING EXTENSION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF CAMDEN FOR REGIONALIZED JUVENILE DETENTION FROM APRIL 1, 2012 TO MARCH 31, 2015 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM AMOUNT OF \$500,000

WHEREAS, the Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for the youth that enter the juvenile court system; and

WHEREAS, in accordance therewith, Gloucester County has previously entered into a Shared Services Agreement with Camden County, whereby the Camden County is housing Gloucester County's juvenile detainees and offenders at the Camden County Youth Center, which agreement commenced on April 1, 2009 and concludes on March 31, 2012; and

WHEREAS, the County of Camden Youth Center is a state of the art facility providing significant in-house support services, including several education rooms, an art program, a nursing hall, an intake area, an isolation area, recreation areas, a dining hall and other amenities; and

WHEREAS, providing for the detaining of Gloucester County juveniles in the Camden County Youth Center has resulted in a more economical operation of the Camden County Youth Center by Camden County and significant cost savings to the County of Gloucester, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and

WHEREAS, the parties accordingly desire to extend this Shared Services Agreement for the period commencing April 1, 2012, and concluding March 31, 2015; and

WHEREAS, the extended Shared Services Agreement will be open ended, with Camden County obligated to accept Gloucester County juveniles at a per diem rate no greater than \$275.00 per day; and

WHEREAS, because the Agreement is open ended, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the County of Camden for regionalized juvenile detention for the period April 1, 2012 to March 31, 2015, for a minimum contract amount of zero and a maximum contract amount of \$500,000; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 21, 2012, at Woodbury, New Jersey



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F2

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE, POSTAGE SUPPLIES AND EQUIPMENT FROM PITNEY BOWES THROUGH STATE CONTRACT NUMBER A75237, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$30,000.00, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012

WHEREAS, the Gloucester County Prosecutor's Office has a need for postage, postage supplies, and equipment necessary to conduct the business of county government; and

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

WHEREAS, it has been determined that the County of Gloucester can purchase the postage, postage supplies, and equipment from Pitney Bowes of 1305 Executive Boulevard, Suite 200, Chesapeake, VA 23320, for a minimum contract amount of Zero and a maximum contract amount of \$30,000.00, from January 1, 2012 to December 31, 2012, through State Contract No. A75237; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and maximum contract amount of \$30,000.00. The contract is therefore open-ended, which does not obligate the Gloucester County Prosecutor's Office to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase postage, postage supplies, and equipment for the County of Gloucester from Pitney Bowes, for a minimum contact amount of Zero and a maximum contract amount of \$30,000.00, from January 1, 2012 to December 31, 2012, through State Contract Number A75237; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F3

RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND THE RODGERS GROUP, LLC TO PROVIDE CONSULTING SERVICES TO ASSIST THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE IN MEETING THE 112 CALEA NATIONAL STANDARDS NEEDED FOR ATTAINING NEW JERSEY STATE ASSOCIATION OF CHIEFS OF POLICE (NJSACOP) ACCREDITATION

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 6, 2011, awarding a contract pursuant to PD# 011-010 to The Rodger Group, LLC to provide consulting services to assist the Gloucester County Prosecutor's Office in meeting the 112 CALEA national standards needed for attaining New Jersey State Association of Chiefs of Police (NJSACOP) Accreditation; and

WHEREAS, the Contract was entered into with The Rodgers Group, LLC for the provision of said services for the period beginning April 1, 2011 and ending March 31, 2012; and

WHEREAS, the County wishes to extend this agreement for continuation of services for an additional six (6) months, for the period of April 1, 2012 through September 30, 2012; and

WHEREAS, the Contract is extended because the Contractor and the Gloucester County Prosecutor's Office need six (6) additional months, for the period April 1, 2012 through September 30, 2012, to finish collecting the required proofs for the new accreditation-related policies, as well as to schedule the final on-site accreditation inspection. There is no additional cost; and

WHEREAS, all other terms and provisions of the contract shall remain in full force and effect.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a six (6) month extension, for the period of April 1, 2012 through September 30, 2012, to the contract with The Rodgers Group, LLC to provide consulting services to assist the Gloucester County Prosecutor's Office in meeting the 112 CALEA national standards needed for attaining New Jersey State Association of Chiefs of Police (NJSACOP) Accreditation is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on March 21, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN THE AMOUNT OF \$826,296.00 TO THE U. S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR THE FISCAL YEAR (FY) 2012 COPS HIRING PROGRAM (CHP) FOR THE PURPOSE OF HIRING OF FOUR (4) ADDITIONAL FULL-TIME SHERIFF'S OFFICERS

WHEREAS, the County of Gloucester, through the Gloucester County Sheriff, wishes to apply for and obtain funding for the hiring of four (4) additional full-time sheriff's officers; and

WHEREAS, the duration of the proposed project would be October 1, 2012 through September 30, 2015; and

WHEREAS, under the County's grant application the 2012 CHP grant will assume financial responsibility for 60.5 percent of the approved entry-level salary and benefits for three years for newly hired, full-time officers, with the County responsible for the balance of compensation, and at the conclusion of funding the County will retain positions awarded under the grant for at least one year; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has determined that increasing manpower in the Sheriff's Department would be beneficial to the delivery of service to the court system and to the citizens of the County of Gloucester; and

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

WHEREAS, pursuant to County policy, the Gloucester County Sheriff has submitted the grant application to the Department of Human Services for review of the application; and

WHEREAS, the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for the Fiscal Year 2012 COPS Hiring Program (CHP).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute all documents necessary to apply to the U. S. Department of Justice, Office of Community Oriented Policing Services (COPS), Fiscal Year 2012 COPS Hiring Program Grant (CHP) for the hiring of four, full-time Sheriff's Officers with the Grant to provide 60.5 percent of the funding; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F4

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: March 9, 2012

1. TYPE OF GRANT
XXXXX NEW GRANT
_____ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

2. GRANT TITLE: FY2012 COPS Hiring Program (CHP) Solicitation

3. GRANT TERM: FROM: 10/1/2012 TO: 09/30/2015

4. COUNTY DEPARTMENT: Office of the Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Paula L. Giampola 856-384-4601

6. NAME OF FUNDING AGENCY: United States Department of Justice, Office of Community Policing Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply to US Department of Justice, Office of Community Oriented Policing Services (COPS) for the Fiscal Year (FY)2012 COPS Hiring Program (CHP) for the hiring of four(4) additional career law enforcement Sheriff's Officers. Grant to provide 75% funding for approved entry salaries and benefits for 3 years. Conclusion of funding, County of Gloucester must retain positions awarded for a minimum of 12 mths. Term: 10/1/2012-9/30/2015

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"): _____

| NAME | AMOUNT | NAME | AMOUNT |
|-------|------------------|------|--------|
| " * " | to be determined | | |
| " * " | to be determined | | |
| " * " | to be determined | | |
| " * " | to be determined | | |

9. TOTAL SALARY CHARGED TO GRANT: \$ To Be determined

10. INDIRECT COST (IC) RATE: XXXX %

11. IC CHARGED TO GRANT \$ XXXX

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____ %

13. DATE APPLICATION DUE TO GRANTOR 03/22/2012

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

2012 AGENDA REQUEST FORM

TO: (1) ROBERT N. DILELLA Clerk of the Board
(2) August Knestaut (Name of Counsel)
FROM: Carmel M. Morina, Sheriff (Freeholder/Deputy Dept. Head)

REQUEST FOR: RESOLUTION
 CONTRACT OR AGREEMENT
 PROCLAMATION
 DISCUSSION
 PRESENTATION

FOR THE MEETING OF: April 4, 2012 (Date)

TO BE HELD AT: WOODBURY (Location)

THE SUBJECT OF THE ABOVE IS:

A resolution authorizing the Freeholder Director and the Clerk of the Board to execute any and all documents necessary for submission of a grant application to the U. S Department of Justice, Office of Community Oriented Policing Services (COPS) for the fiscal year (FY) 2012 COPS Hiring Program (CHP) for the hiring of four (4) additional career law enforcement sheriff's officers. Proposed project: start date 10/01/2012- end date 09/30/2015.

THE ABOVE SHOULD APPEAR UNDER ONE OF THE FOLLOWING DEPARTMENTS ON THE MEETING AGENDA:

| | |
|--|--|
| <input type="checkbox"/> DEPT. OF ADMINISTRATION DIRECTOR DAMMINGER | <input type="checkbox"/> DEPT. OF ECONOMIC DEV. & PUBLIC WORKS FREEHOLDER SIMMONS |
| <input type="checkbox"/> DEPT. OF HEALTH & EDUCATION FREEHOLDER BARNES | <input type="checkbox"/> DEPT. OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS FREEHOLDER CHILA |
| <input type="checkbox"/> DEPT. OF SOCIAL & HUMAN. SERV. FREEHOLDER NESTORE | <input checked="" type="checkbox"/> DEPT. OF GOVERNMENT SERVICES FREEHOLDER LARRY WALLACE |
| <input type="checkbox"/> DEPT. OF PARKS & LAND PRESERVATION FREEHOLDER TALIAFERRO | |

DATE CERTIFICATE OF AVAILABILITY APPLIED FOR:
DATE OF GRANT CERTIFICATION LETTER:

****ALL AGENDA REQUESTS MUST BE RECEIVED BY COUNSEL NO LATER THAN THE FRIDAY, TWO WEEKS PRECEDING SAID MEETING. There will be no exceptions.****

****ALL AGENDA REQUEST FORMS AND ACCOMPANYING DESCRIPTIONS, WHICH WILL BE EMAILED, MUST BE FILED WITH THE CLERK OF THE BOARD AT THE SAME TIME THE REQUEST IS FORWARDED TO COUNSEL. There will be no exceptions.****

****ALL RESOLUTIONS ARE DUE FROM COUNSEL BY 10:00 A.M. ON FRIDAY OF THE WEEK PRECEDING SAID MEETING**
There will be no exceptions; items not received will be pulled from the agenda with notification to department head and freeholder liaison.**

SIGNED: Carmel M. Morina, Sheriff/plg

DATE: March 9, 2012

2012 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

2012 Budget

| Account | Acct. # | Amount: |
|----------------|-----------------------|----------------------------|
| Salary & Wages | 2-01-25-270-001-10000 | \$ <u>To be determined</u> |

Department Sheriff

Form C-2
Department Code 270
Submission Date 03-09-12
Revision Date _____

COPS Application

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SECTION 1: COPS PROGRAM REQUEST



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Federal assistance is being requested under the following COPS program:

Select the COPS grant program for which you are requesting federal assistance. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

The program you have selected is:

COPS Hiring Program

DOCUMENTS

- [Application Guide](#)
- [Blank Application](#)
- [FAQ](#)
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SECTION 2: Agency Eligibility Information



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DOCUMENTS

- [Application Guide](#)
- [Blank Application](#)
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A. Type of Agency (select one)

Law Enforcement Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Sheriff

2. CHP Eligibility Questions

To be eligible to apply for the 2012 CHP, your agency must commit to at least one of the following:

1. Hire new, additional officers positions AND the officer(s) hired MUST be post September 11, 2001 military veterans. A department must hire additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the non-supplanting requirement as described in detail in the Grant Owner Manual. In addition, the new hire officer(s) must be a post September 11, 2001 military veteran.
2. Rehire officers laid off as a result of state, local, or tribal budget cuts.
3. Rehire officers who are (at time of application) currently scheduled to be laid off on a specific future date as a results of state, local, or tribal budget cuts.

Do you wish to continue your application ?

Yes No

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department which is operational as of the 3/01/2012 date of this application, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

Additionally, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s); respond to or investigate crimes within a correctional institution; serve warrants; provide courthouse security; transport prisoners; and/or have cases referred to them for investigation or investigational support.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

Is your agency the first responder to all types of criminal incidents within your jurisdiction?

Yes

Agencies with jurisdiction limited only to correctional institutes and/or courthouse settings are not eligible under this program. Is your agency the first responder to citizen-initiated calls for service outside of a correctional institute and/or courthouse setting?

Yes



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Section 3: GENERAL AGENCY INFORMATION



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DOCUMENTS

- [Application Guide](#)
- [Blank Application](#)

FAQ

FACT SHEET

A. Applicant ORI Number: INJ00600

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 9573622470000

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Application Guide.

C. Central Contractor Registration (CCR)

All applicants (other than individuals) must be registered in the Central Contractor Registration (CCR) database prior to submitting this application. Applicants must also maintain an active CCR registration with current information at all times during the grant application process and, if awarded, the grant award period. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. For more information about how to register with the CCR, please refer to the "How to Apply" section of the COPS Application Guide. Please note that applicants must update or renew their CCR at least once per year to maintain an active status.

Your CCR Registration is set to expire on: 09/11/2012

Please enter date in MM/DD/YYYY format.

Note: This information will be verified against the CCR database. If your CCR registration is set to expire prior to 09/30/2012, please renew your CCR Registration by contacting the CCR Service Desk at 866-606-8220 or update your registration information at <https://www.bpn.gov/ccr/default.aspx> prior to completing this application.

D. Geographic Names Information System (GNIS) ID: 0882277

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.

E. Cognizant Federal Agency: Department of Justice

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year From: 01/01/2012 To: 12/31/2012

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for each year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time: 84

Part-Time: 0

H. Civilian Staffing

1. Number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time: 18

Part-Time: 0



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SECTION 4: EXECUTIVE INFORMATION



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Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: Enter the law enforcement executive's name and contact information. This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent).

For Non-Law Enforcement Agencies: Enter the highest ranking individual in the applicant agency (e.g., CEO, President, Chairperson, or Director) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position would ultimately be responsible for the programmatic implementation of the award.

Title: Sheriff Interim/Acting

First Name: Carmel MI: M Last Name: Morina Suffix:

Agency Name: Gloucester County Sheriff's Department

Street Address 1: PO Box 376

Street Address 2: 2 South Broad St

City: Woodbury State: NJ Zip Code: 08096

Telephone: 856-384-4630 Fax: 856-384-4679 E-mail: vantonini@co.gloucester

B. Government Executive/Financial Official Information:

For Government Agencies: Enter the government executive's name and contact information. This is the highest ranking official within your jurisdiction (e.g., Mayor, City Administrator, Tribal Chairman, or equivalent).

For Non-Government Agencies: Enter the name and contact information of the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., Treasurer). If the grant is awarded, this position would ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not acceptable.

Title: Executive Director Interim/Acting

First Name: Robert MI: M Last Name: Damminger Suffix:

Agency Name: County of Gloucester

Street Address 1: PO Box 337

Street Address 2:

City: Woodbury State: NJ Zip Code: 08096

Telephone: 856-853-3390 Fax: 856-853-3495 E-mail: rdamminger@co.glouces

C. CAP Contact Information:

Enter the name and contact information for the person you would like us to contact with any questions regarding this application.

Title: Adm. Clerk Interim/Acting

First Name: Paula MI: L Last Name: Giampola Suffix:

Agency Name: Gloucester County Sheriff's Office

Street Address 1: P O Box 376

Street Address 2: 2 South Broad St

City: Woodbury State: NJ Zip Code: 08096

Telephone: 856-384-4601 Fax: 856-384-4679 E-mail: pgiampola@co.gloucest



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SECTION 5: COPS Officer Request



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SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. *The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.*

Number of officers employed by your agency as of the date of this application:

Full-Time: 83

Part-Time: 0

For FY 2012, COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers with a minimum of one (1) officer per agency.

FY 2012 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

Based on the information provided in this application:

Your agency is eligible to apply for up to officer position(s).

How many entry-level, full-time officer positions is your agency requesting in this application?

Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories; and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to:

- (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget). If awarded under this category, a department must hire a post September 11, 2001 military veteran as defined in the 2012 CHP Application Guide. It must also hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.
- (b) Rehire officers laid off as a result of state, local, or tribal budget cuts: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.
- (c) Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state, local, or tribal budget reductions. It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identifying the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual. (Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.)

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, it will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget). Please note that any officer hired under this category must be a post September 11, 2001 military veteran as defined in the 2012 CHP Application Guide.

Category A Request: 4

Category B: Rehire officers laid off as a result of state or local budget reductions.

Category B Request: 0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

Category C Request: 0 (total)

To request officers within Category C, we need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

| Number of officers | Date these officers are scheduled to be laid off | Delete | Edit |
|--------------------|--|--------|------------------------|
| | | | |
| | | | Insert |

Part 3

Funds for the hiring or rehiring of officers for assignment to Internet Crimes Against Children (ICAC) are not available in this program for FY 2012. Please disregard this question.

1. In FY 2012, up to \$30 million is available for the hiring or rehiring of officers who will be assigned to Internet Crimes Against Children (ICAC) task forces. Will any of the officers requested above be assigned on a full-time basis to an ICAC task force?

Yes No

2. How many of the officers requested above will be assigned to an ICAC task force?

Part 4

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2012 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire Re-Hires Lay Off



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SECTION 6B: Law Enforcement and Community Policing Strategy



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Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing plan under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this plan. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing plan. Your community-policing plan may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds were specifically used to enhance (increase) or initiate community policing activities according to your community policing plan contained in sections II(a) and II(b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this plan may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and/or changes to the community policing plan (if any) through required progress reports. If your agency's community policing plan changes significantly, you must submit those changes to the COPS Office for approval. Changes are "significant" if they deviate from the specific crime problems(s) originally identified and approved in the community policing plan submitted with the application. In some cases, changes to the approved community policing strategies may also be deemed significant and may require approval of a modified community policing plan by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

Community Policing Definition Framework

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (www.cops.usdoj.gov) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (www.cops.usdoj.gov) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

- Other Government Agencies
- Community Members/Groups
- Non-Profits/Service Providers
- Private Businesses
- Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

- Agency Management
 - Climate and culture
 - Leadership
 - Labor relations
 - Decision-making
 - Strategic planning
 - Policies
 - Organizational evaluations
 - Transparency
- Organizational Structure
 - Geographic assignment of officers
 - Despecialization
 - Resources and finances
- Personnel
 - Recruitment, hiring and selection
 - Personnel supervision/evaluations
 - Training
- Information Systems(Technology)
 - Communication/access to data
 - Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

- Scanning: Identifying and prioritizing problems
- Analysis: Analyzing problems
- Response: Responding to problems
- Assessment: Assessing problem-solving initiatives
- Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY

Community Partnerships Problem Solving

- Q1a. The agency mission statement, vision, and/or goals includes references to:
- Q1b. The agency strategic plan includes specific goals and/or objectives relating to:
- Q1c. The agency recruitment, selection and hiring processes include elements relating to:
- Q1d. Annual line officers evaluations assess performance in:
- Q1e. Supervisor and manager evaluations assess performance in:
- Q1f. Line officers receive regular (at least once every two years) training in:

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- In-service training for officers on basic and advanced community policing principles
- Defined community policing roles and expectations for officers
- Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- Alternatives to formal disciplinary practices that encourage ethical behavior
- Police officers ethical conduct initiative
- Use of a departmental values statement to establish officer standards of behavior and guide disciplinary processes
- None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- Response times
- Reported crimes
- Reported incidents
- Arrests and citations
- Problem solving outcomes
- Department employee satisfaction
- Clearance rates
- Complaints of officer behavior
- Repeat calls for service
- Social disorder/nuisance problems (e.g. graffiti, panhandling, loitering, etc.)
- Satisfaction with police services
- Fear of crime
- Victimization (i.e. non-reported crime)
- Community meetings held/attended

- Use of force incidents
- Meeting the priorities as identified in your agency strategic plan
- My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- Neighborhood, best, and/or school meetings
- Local media outlets
- Agency newsletter
- Neighborhood newsletters
- Agency website
- Social networking (Blogs, Twitterfeeds, Facebook pages, etc.)
- Citizen alert system (telephone, email, text, etc.)
- Public access television/radio
- Community organization board membership
- Public forums with Chief/Sheriff/Command staff
- Posters, billboards, flyers
- None of the above

5) Through which of the following ways does your agency routinely participate in collaborative efforts with federal, tribal, state, and/or local law enforcement agencies? Please check all that apply.

- NCIC/CJIS
- Co-located staff or detail assignments, independent of task forces
- Database systems that facilitate data and information sharing
- Interoperable communication systems
- Federally initiated task forces (e.g. HIDTA's, Fusion centers, JTTF's, etc.)
- Other multi-agency task forces
- None of the above

6) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- Citizen police academies
- Volunteer activities
- Auxiliary police programs
- Civilian review boards (e.g. disciplinary review boards)
- Citizen advisory groups (i.e. informal advisory function)

- Involvement in hiring decisions (i.e. interview panels, selection boards, etc.)
- Involvement in contributing to annual line officer performance reviews
- Representation on promotional boards
- Participation in accountability and performance reporting and tracking meetings
- Participation in complaint resolution process (i.e. formal mediation, disciplinary boards, etc.)
- None of the above

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SECTION 6B: Law Enforcement and Community Policing Strategy



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III(a) Proposed Community Policing Plan: Problem Solving and Partnerships

COPS grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify a crime or disorder problem and the partners to be engaged through your requested COPS funding. Identifying the specific problem and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing strategies.

7) Using the following list, select a problem that will be addressed with these grant funds. Please choose the option that best fits your problem. You may select one problem to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem, and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Problems

- Child Sexual Predators and Internet Safety
- School Based Policing
- Children Exposed to Violence
- Teen Violence
- Other Child and Youth Safety Problem (please specify)

Drug Related Problems

- Drug Manufacturing/Trafficking
- Drug Dealing
- Drug Abuse
- Other Drug Related Problem (please specify)

Homeland Security Problems

- Protecting Critical Infrastructure Problems
- Information or Intelligence Problems
- Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

- Burglary
- Fraud
- Larceny/Theft (Non-Motor Vehicle)
- Motor Vehicle Theft/Theft from Motor Vehicle
- Vandáalism
- Social Disorder
- Quality of Life Problem

Please specify your quality of life problem; for example, abandoned vehicles, pan handling, fear of crime, vacant properties etc.
Fear of Crime- Senior Safety/Crime Prevention

- Prostitution
- Other Non-Violent Crime Problem (please specify)

Police Operations and Specific Environment Problems

- Inefficient Use of Police Resources
- Officer Ethics and Integrity
- Police Response to Specific Populations
- Police Operations in Specific Environments
- Other Police Operations or Specific Environment Problem (please specify)

Traffic/Pedestrian Safety Problems

- Traffic Congestion
- Pedestrian Safety
- Driver Safety
- Traffic Accidents
- Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

- Assault
- Homicide
- Rape
- Robbery
- Domestic/Family Violence
- Other Violent Crime Problem (please specify)



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7a) Briefly describe the problem that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

Quality of Life Problem

This Senior Safety/Crime Prevention Program for the elderly, provided by the Gloucester County Office of the Sheriff, address safety

8) Which of the following information sources did you use to prioritize this problem as a problem to address through this grant program (please check all that apply):

Quality of Life Problem

- DOCUMENTS
- Application Guide
- Blank Application
- FAQ
- FACT SHEET
- Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- Agency personnel (e.g. officer feedback, command staff priorities)
- Other local non law enforcement government agency data
- Community based organizations (e.g. faith based, non-profits, social service providers)
- Local businesses
- Individual community members/community meetings
- Community survey
- Local government officials
- The media
- None of the above

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9) If awarded funds, my agency will improve our understanding of this problem by examining (please check all that apply):

Quality of Life Problem

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- The location and/or time aspects of the problem(e.g. mapping)
- The conditions and environmental factors related to the problem
- The strengths and limitations of current responses to the problem
- Non-law enforcement data/information related to the problem (e.g. insurance crash data, other government agency data, census data, survey data)
- Existing research and best practices related to the problem
- Data/information from the community related to the problem (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem (e.g. offender interview, arrest records)
- Information about victims affected by the problem(e.g. crime reports, victim interviews)
- Strengths and weaknesses of previous responses to the problem
- None of the above

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11) If awarded funds my agency will use the following information sources to assess our response to this problem to determine whether the response was implemented and achieved the desired outcomes(please check all that apply):

Quality of Life Problem

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- Data/information regarding whether the response was implemented as planned

-
-

- Police data collected for this specific problem (e.g. problem-specific surveys, field interview contact cards, etc.)
- Non-police data/information related to the problem(e.g. insurance crash data, other government agency data, census data, survey data)
- Data/information from the community related to the problem (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem (e.g. offender interview, arrest records, probation/parole data)
- Information about victims and/or stake holders affected by the problem(e.g. crime repots, victim interviews)
- None of the above

12) To the best of your ability at this time, would you say your primary goal(s) in responding to the bellow problems include which of the following (please select up to 3):

- | | Quality of Life
Problem |
|--|-------------------------------------|
| Eliminating the problem | <input type="checkbox"/> |
| Reducing the number of incidents | <input type="checkbox"/> |
| Increasing public trust in your agency | <input type="checkbox"/> |
| Reducing the seriousness of the incidents or the amount of harm | <input checked="" type="checkbox"/> |
| Reducing the number of victims and /or repeat victims | <input checked="" type="checkbox"/> |
| Reducing the number of offenders and/or repeat offenders | <input type="checkbox"/> |
| Moving the problem to another area | <input type="checkbox"/> |
| Getting other agencies and/or stake holders to assume responsibility for the problem | <input type="checkbox"/> |
| Improving the response to the problem(i.e., more comprehensive and coordintaed way of dealing with the problem, providing better services to victims, or greater efficiency in dealing with the problem) | <input type="checkbox"/> |
| Improving citizen perceptions of the problem | <input checked="" type="checkbox"/> |
| Increasing the number of affests/citations | <input type="checkbox"/> |
| Reducing the number of calls for service | <input type="checkbox"/> |
| None of the above | <input type="checkbox"/> |



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An important part of a comprehensive community policing plan is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency initiate or enhance a partnership with an external group/organization to develop responses to this problem?

Quality of Life Problem

Yes No

If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem

Quality of Life Problem

Number of Organizations

3

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Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem.

Quality of Life Problem

Partner 1 Glouc.Cnty. Police Depts.



Partner 2 Senior Citizen Organizati



Partner 3 Caregivers, Friends, Family



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11(b) Proposed Community Policing Plan: Organizational Transformation

COPS grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing strategies.

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- Flexibility in officer shift assignments to facilitate addressing specific problems
- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

The Senior Safety/Crime Prevention Presentations are available for our senior citizens, caregivers, family and the constituents of Gloucester County, N.J. Shifts may be modified to assure we are available to make

- Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
 - In-service training for officers on basic and advanced community policing principle
 - Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
 - Further define and clarify community policing roles and expectations for officers
- Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)
- Protecting the lives and property, safeguarding the health and morals of the community is our goal as law enforcement. The members of the Gloucester County Sheriff's Office are dedicated to protecting life and
- Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement
 - Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
 - First-line supervisory skills to support officer problem solving and community engagement activities
 - Career development and/or promotional processes that reinforce problem solving and community engagement
 - None of the above

14) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- Agency mission statement, vision, and/or goals that reflect the core values of community policing
- Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities

<https://portal.cops.usdoj.gov/CAP/Sections/Section6b2b.aspx>

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- Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- Police officer ethical conduct initiative (e.g. procedural justice, values-based policing, etc.)
- Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- Mediation strategies to resolve citizen complaints

Collection, analysis, and use of crime data and information in support of problem solving goals

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)
 Our agency will be able to utilize management capabilities to analyze hard data and community suggestions to formulate proficient plans to better serve the community.

- Formal accreditation process
- System to capture and track problem solving and partnership efforts and activities
- An organizational assessment of community policing
- Level and frequency of communication with the community on crime problems and agency activities to enhance transparency

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)
 We will be able to attend community organizational meetings and functions, which will enable management personnel the opportunity to interact first hand with community leaders and members. This

None of the above

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SECTION 7: Need For Federal Assistance



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C. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below.

[Please limit your response to a maximum of 3,000 characters.]

It is being driven by the economy, with today's fiscal climate, the Gloucester County Office of the Sheriff is unable to hire any additional officers due to the current and projected budgets for this year and the upcoming years. The Sheriff's Office could benefit greatly with the addition of more Sheriff's Officers, however without the assistance the hiring of new officers will not be possible or feasible. Keeping our citizens safe and secure should be one of our highest priorities and we would like to continue in every way to keep our citizens safe.

D. Fiscal Health

3) Since January 1, 2011, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through layoffs. *Please note: All figures must be rounded to the nearest whole percent.*

| | | |
|---|---|---|
| Civilian Law Enforcement Agency Personnel | 0 | % |
| Sworn Law Enforcement Agency Personnel | 1 | % |
| Other Government Agency Personnel | 1 | % |

4) Since January 1, 2011, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through furloughs that have lasted or are scheduled to last a minimum of forty hours per affected employee over the course of a fiscal year. *Please note: All figures must be rounded to the nearest whole percent.*

| | | |
|---|---|---|
| Civilian Law Enforcement Agency Personnel | 0 | % |
| Sworn Law Enforcement Agency Personnel | 0 | % |
| Other Government Agency Personnel | 0 | % |

5) Since January 1, 2011, what percentages of the following authorized positions in your jurisdiction (city, county, state, tribal, university) are currently unfilled due to official policies and/or decisions that limit your jurisdiction's ability to fill vacancies (i.e., hiring freezes). *For example, if your agency has ten authorized sworn positions and one is currently frozen, you would enter 10% on the sworn personnel line. Please note: All figures must be rounded to the nearest whole percent.*

| | | |
|---|---|---|
| Civilian Law Enforcement Agency Personnel | 0 | % |
| Sworn Law Enforcement Agency Personnel | 0 | % |
| Other Government Agency Personnel | 0 | % |

7) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (www.bls.gov/lau/data.htm) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program Application Guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". *Please note: All figures must be rounded to the nearest whole percent.*

Percentage unemployed for December 2011 %
Not Applicable

9) Indicate if your jurisdiction has experienced any of the following events since June 1, 2011 (Check all that apply)

- A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)
- A declaration as an economically or financially distressed area by the state in which the applicant is located.
- Downgrading of the applicant's bond rating by a major rating agency.

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SECTION 8: Continuation of Project After Federal Funding Ends



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If you are applying for a COPS grant with a post-grant retention plan requirement, please complete A. If you are applying for a COPS grant without a post-grant retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other non-federal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of updated grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.cops.usdoj.gov/Default.asp?Item=2367>.

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1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Yes No

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention:
(check all that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- State, local, or other non-federal grant funding
- Other (Please provide a brief description of the source(s) of funding not to exceed 350 characters.)



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SECTION 13: Application Attachments



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This section should be used to attach any required or applicable attachments to your grant applications (e.g., Memorandum of Understanding, etc.)

If the program for which you are applying requires a Memorandum of Understanding (MOU), this document should define the roles and responsibilities of the individuals and partner(s) involved in your proposed project. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The Guide will also specify if optional attachments are permitted for submission.

Attachment type: Please select attachment type



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Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS program for which your agency is applying. To assist you, sample Budget Detail Worksheets are included in each Application Guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see the [program-specific Application Guide](#) for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

All calculations should be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800.421.6770.

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Instructions: This worksheet will assist your agency in reporting your agency's current *entry-level* salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits *rounded to the nearest whole dollar* for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to the [program-specific Application Guide](#) for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B).

Please refer to the [program-specific Application Guide](#) for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

SWORN:

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| Title | Description | Number of Positions | Delete | Edit |
|-------|----------------|---------------------|------------------------|----------------------|
| Sworn | Sworn Officers | 4 | Delete | Edit |



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BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

| | Budget Category | Category Total |
|--|------------------------------|--------------------------------|
| A. | Sworn Officer Positions | \$826,296.00 |
| B. | Civilian/Non-Sworn Personnel | \$0.00 |
| C. | Equipment/Technology | \$0.00 |
| D. | Supplies | \$0.00 |
| E. | Travel/Training | \$0.00 |
| F. | Contracts/Consultants | \$0.00 |
| G. | Other Costs | \$0.00 |
| H. | Indirect Costs | \$0.00 |
| Total Project Amount: | | \$826,296.00 |
| Total Federal Share Amount: | | \$500,000.00 60.5% |
| <small>(Total Project Amount X Federal Share Percentage Allowable)</small> | | |
| Total Local Share Amount (if applicable): | | \$326,296.00 39.5% |
| <small>(Total Project Amount - Total Federal Share Amount)</small> | | |

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name: Paula
 Last Name: Giampola
 Title: Adm. Clerk
 Phone: 856-384-4601
 Fax: 856-384-4679
 E-mail Address: pgiampola@co.glooucester.nj.us



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Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others; particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR 31) (governing cost principles); OMB Circular A-133 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the applicable COPS Application Guidelines; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.
7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
 - A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
 - B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEOP) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.
9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.
12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.
13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.
14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.
15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.
16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

<https://portal.cops.usdoj.gov/CAP/Sections/Section15A.aspx>

3/14/2012

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under the FY 2012 Appropriations Act (Public Law 112-55) may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries."

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

| | |
|---|---------------|
| _____ Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Carmel Morina | _____ Date |
| _____ Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Dammingier | _____ Date |



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D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position): \$ 208,574.00 X 4 # of Positions = \$826,296.00



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A/B SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reason(s) why in the space below.

- Cost of Living Adjustment (COLA) Step Raises Change in Benefit Costs

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2012 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

| | | |
|--|--------------|-------|
| Total Salary and Benefits for year 1,2, &3 (all positions) | \$826,296.00 | |
| Total Federal Share: | \$500,000.00 | 60.5% |
| Total Local Share: | \$326,296.00 | 39.5% |

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to the [program-specific Application Guide](#).

| | Year1 | Year2 | Year3 | Total |
|---------------|--------|--------|--------|--------------|
| Federal Share | 200000 | 180000 | 120000 | \$500,000.00 |
| Local Share | 81574 | 97889 | 146833 | \$326,296.00 |
| | | | | \$826,296.00 |

Part 4: Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in Section 7 of this application, and a comparison of your fiscal health data with that of the overall CHP 2012 applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

- Yes
 No



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B. BUDGET DETAILS

**A. Sworn Officer positions
Part 1**

Part 1: *Instructions:* Please complete the questions below for one position salary and benefits package. As applicable per the program -specific Application Guide, you may also be required to project Year 2 and Year 3 salaries.

| A. Base Salary Information | Year 1 Salary | Year 2 Salary | Year 3 Salary |
|----------------------------|---|--|---|
| | Enter the current first year base salary for one position | Enter the current second year base salary for one position | Enter the current third year base salary for one position |
| | \$35,728.00 | \$40,543.00 | \$45,537.00 |

B. Fringe benefit costs should be calculated for each year of the grant term.

| FRINGE BENEFITS: | Year 1 Fringe Benefits | | Year 2 Fringe Benefits | | Year 3 Fringe Benefits | |
|--|------------------------|--------|------------------------|--------|------------------------|--------|
| | COST BASE: | % OF | COST BASE: | % OF | COST BASE: | % OF |
| Social Security (<i>Cannot exceed 6.2 of Total Base Salary</i>) <input type="checkbox"/> Exempt <input type="checkbox"/> Fixed Rate | \$2,215.00 | 6.2% | \$2,514.00 | 6.2% | \$2,823.00 | 6.2% |
| Medicare (<i>Cannot exceed 1.45 of Total Base Salary</i>) <input type="checkbox"/> Exempt <input type="checkbox"/> Fixed Rate | \$518.00 | 1.45% | \$588.00 | 1.45% | \$660.00 | 1.45% |
| Health Insurance | \$13,166.00 | 36.85% | \$14,940.00 | 36.85% | \$16,780.00 | 36.85% |
| Life Insurance | \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |

Vacation Number of Hours 0
 Annually: 0

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

Sick Leave Number of Hours 0
 Annually: 0

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

| | | | | | |
|------------|--------|-------------|--------|-------------|--------|
| \$8,918.00 | 24.96% | \$10,120.00 | 24.96% | \$11,366.00 | 24.96% |
|------------|--------|-------------|--------|-------------|--------|

Retirement

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

Worker's Compensation
 Exempt

| | | | | | |
|---------|-------|---------|-------|---------|-------|
| \$46.00 | 0.13% | \$53.00 | 0.13% | \$59.00 | 0.13% |
|---------|-------|---------|-------|---------|-------|

Unemployment Insurance
 Exempt

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

Other

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

Other

| | | | | | |
|--------|----|--------|----|--------|----|
| \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 0% |
|--------|----|--------|----|--------|----|

Other

| | | | | | |
|-------------|--|-------------|--|-------------|--|
| \$24,863.00 | | \$28,215.00 | | \$31,688.00 | |
|-------------|--|-------------|--|-------------|--|

Benefits Sub-Total Per Year (1 Position)

| | | | | | |
|-------------|-------|-------------|-------|-------------|-------|
| \$60,591.00 | (A+B) | \$68,758.00 | (A+B) | \$77,225.00 | (A+B) |
|-------------|-------|-------------|-------|-------------|-------|

Total (A+B)

D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position): \$ \$206,574.00 X 4 # of Positions
 = \$826,296.00

A/B SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below.

Cost of Living Adjustment (COLA) Step Raises Change in Benefit Costs

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2012 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

| | | |
|--|--------------|-------|
| Total Salary and Benefits for year 1,2, &3 (all positions) | \$826,296.00 | |
| Total Federal Share: | \$500,000.00 | 60.5% |
| Total Local Share: | \$326,296.00 | 39.5% |

| | Year1 | Year2 | Year3 | Total |
|---------------|--------|--------|--------|--------------|
| Federal Share | 200000 | 180000 | 120000 | \$500,000.00 |
| Local Share | 81574 | 97889 | 146833 | \$326,296.00 |
| | | | | \$826,296.00 |

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RESOLUTION AUTHORIZING A SITE ACCESS AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ENTER THE COUNTY OF GLOUCESTER'S PITMAN GOLF COURSE FOR PURPOSES OF INSTALLING AND FUTURE SAMPLING OF AN ADDITIONAL SCREENING POINT AND GROUNDWATER MONITORING WELL NECESSARY FOR THE CONTINUING REMEDIAL INVESTIGATION OF THE STRUTHERS-DUNN, INC. SITE LOCATED IN MANTUA TOWNSHIP

WHEREAS, the County of Gloucester (hereinafter the "County") is the owner of certain property located in the Township of Mantua (hereinafter the "Township"), which is commonly known as the Pitman Golf Course (hereinafter the "Property"); and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter "NJDEP") is in the process of continuing the conduct of a Remedial Investigation at the Struthers-Dunn, Inc. Site (hereinafter the "Site"), which is located to the west of the Property and on March 2, 2011 the County gave NJDEP the authority to install a monitoring well on the grounds of the golf course and it was completed; and

WHEREAS, as part of the Remedial Investigation of the Site and sampling from the monitoring well, the NJDEP discovered that there is contamination deeper than originally believed and an additional monitoring well will be needed in order to categorize the entire area on and around the Site; and

WHEREAS, the NJDEP has engaged the Louis Berger Group, Inc. (hereinafter "Berger") as its contractor regarding the installation of the well and collection of groundwater samples for this project; and

WHEREAS, NJDEP has requested that the County grant it access to the Property to allow for the installation and future sampling of the proposed screening point and groundwater monitoring well, as they are necessary to facilitate NJDEP's Remedial Investigation of the Site; and

WHEREAS, the proposed location of the screening point and monitoring well on the Property would not interfere with the routine operations of the golf course on the Property by the County; and

WHEREAS, the installation of the groundwater screening point and monitoring well at the location proposed on the Property is needed by NJDEP in order to further its Remedial Investigation of the Site in accordance with NJDEP's Technical Requirements for Site Remediation; and

WHEREAS, the County has no responsibility for any remediation of the Site, and will not incur any responsibility or liability for and regarding remediation of the Site if the County grants to NJDEP, and any of its contractors, access to the Property for purposes of installing and sampling the proposed screening point and monitoring well; and

WHEREAS, the County has determined that it is in the best interests of the County, and its residents, that NJDEP's Remedial Investigation of the Site continue, and that any contamination of the Site be remediated by NJDEP; and

WHEREAS, it will serve the public good for the County to allow NJDEP to have access to the Property for purposes of installing and sampling a screening point and monitoring well related to NJDEP's Remedial Investigation at the Site.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester be, and the same hereby is, authorized to enter into a Site Access Agreement with the New Jersey Department of Environmental Protection in the form attached hereto, which will allow NJDEP to enter upon the County of Gloucester's Pitman Golf Course for purposes of installing and/or sampling one (1) additional groundwater screening point, and one (1) additional groundwater monitoring well; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director, and the Clerk of the Board, be, and the same hereby are, authorized and directed to sign a Site Access Agreement with the New Jersey Department of Environmental Protection in the form attached hereto; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director, or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to take any and all other and further actions, and to sign any other required documents, necessary to implement the objective of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 21, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SITE ACCESS AGREEMENT

**PITMAN GOLF COURSE
STRUTHERS-DUNN, INC.**

RECITALS

The County of Gloucester, a political subdivision of the State of New Jersey, with administrative offices at Two South Broad Street, Woodbury, New Jersey, 08096 (hereinafter the "County"), hereby grants **the New Jersey Department of Environmental Protection**, and its contractor(s) and subcontractor(s) (hereinafter all collectively "DEP"), permission to enter upon certain real property owned by the County commonly known as 501 Pitman Road, in the Township of Mantua (hereinafter the "Township"), Gloucester County, New Jersey, and being also known and designated as Block 254 , Lot 34 on the Official Tax Map of the Township (hereinafter the "Site"). This grant of permission is a license granted by the County to DEP for the purposes hereinafter set forth.

PURPOSE

1. DEP and the County are entering into this Agreement so that DEP may enter upon the Site to perform select remedial investigation activities, which are limited to the conduct of soil boring for soil logging and groundwater sampling, installation of a monitoring well, and to conduct subsequent activities for sampling and obtaining water level measurements. DEP shall perform this work in accordance with all applicable statutes and regulations, including but not limited to N.J.A.C. 7:26E, et seq.

DEP COMMITMENTS

2. In return for the County granting DEP access to the Site for the select remedial investigation activities set forth herein, DEP agrees to the following:

- a. DEP will give the County reasonable written notice before commencing the on-site portion of the select remedial investigation activities.
- b. DEP will, to the greatest practicable extent, perform the select remedial investigation activities in a way that minimizes any interference with the County's

ongoing business operations on the Site. If any on-site activity may interfere with the County's business operations, DEP shall first notify, and consult with, the County before commencing the activity; and shall endeavor with the County to develop a plan so as to mitigate any interference with the County's business operations on the Site. This plan to mitigate such interference shall be agreed to by the County in writing before any activities of the DEP on the Site that may interfere with the County's business operations may commence.

c. The County shall have the opportunity to be present at any on-site sampling event. The County shall do so only when it agrees to:

i. Provide DEP with notice of its intention to be present when DEP performs the sampling; and,

ii. Not in any way interfere with the timing or performance of the sampling.

d. DEP shall return the Site to the general condition that existed before DEP's use or occupancy of the Site under this Agreement.

e. If DEP, in its sole discretion, determines that any well/boring installed during the remedial process is no longer needed, DEP shall properly close and seal the well/ boring.

f. If DEP, in its sole discretion, determines any well installed during the remedial process is no longer needed, DEP may, in its discretion, afford the County the option of retaining ownership of the well for its private use. The County shall then be responsible for satisfying all requirements governing the well's present or intended use, including abandonment.

g. DEP shall, at the County's request, provide the County with a copy of any final report concerning the remedial process, to the extent the report does not contain any confidential or otherwise privileged information.

INDEMNIFICATION & INSURANCE

3. The State of New Jersey and DEP, for themselves, their successors and assigns, agree to indemnify the County, its heirs, successors and assigns, from any and all liability, claims, damages and actions that may result from the use or occupancy of the Site by the State or DEP, subject to the following exceptions: (1) neither the State, nor DEP, shall have any obligation to indemnify or hold harmless the County, its heirs, successors or assigns, or any of them, for any claims or damages for which the State or DEP would have no liability under the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 to -12-3), and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 to -14-4); (2) the liability, if any, of the State or DEP shall be subject to the availability of the State of New

Jersey's funds; and, (3) the agreement of the State and DEP to indemnify, as set forth in this paragraph, shall not apply to any claims, actions or damages that may arise out of, be occasioned by, or result from, any condition existing on, or which did exist on, the Site at the time of the execution of this Agreement, or at any time prior to the execution of this Agreement.

4. Besides any other requirement placed upon them by law, and the contract(s) the State or DEP award for the remedial process, including any activities on the Site, any contractor DEP retains for the remedial process, including any activities on the Site, shall obtain comprehensive general liability insurance coverage of \$1,000,000.00 per occurrence, and in the aggregate. The policy shall include an endorsement for broad form property damage coverage. Further, any such contractor shall:

- a. Maintain such insurance for the duration of the use of the Site; and
- b. Name the County as an additional insured on the Certificate of Insurance for each policy required by the Request for Proposal DEP issues for the remedial process, including activities on the Site; and
- c. No later than twenty (20) calendar days before commencing any on Site activity, deliver to the County a copy of each certificate or policy evidencing the required coverage, with proof of payment of the premium, and a conformed copy of this Agreement.

TERM OF AGREEMENT

5. DEP shall promptly sign, date and return this Agreement to the County. This Agreement shall take effect as of the date DEP's authorized representative signs and dates it, or same is authorized by resolution of the County's Board of Chosen Freeholders, whichever occurs later.

6. Unless terminated sooner by mutual agreement of the parties, this Agreement shall terminate upon DEP giving the County written notice that use of the Site, or the remedial process, is complete. However, notwithstanding this, the County may terminate this Agreement upon sixty (60) days written notice to DEP, if the County determines in its sole discretion that the activities of DEP on the Site are interfering with the County's business operations at the Site.

GENERAL CONDITIONS

7. The County agrees to notify DEP, in writing, no later than thirty (30) calendar days before transferring title to some or all of the Site. The County shall submit this notice to the Director, Division of Publicly Funded Site Remediation, New Jersey

Department of Environmental Protection, 401 East State Street, PO Box 413, Trenton, New Jersey 08625-0413.

8. This Agreement, including any Attachment(s), represent the entire agreement between the parties concerning site access, and supersedes all prior negotiations, representations, or agreements, either written or oral, unless otherwise expressly stated.

9. This Agreement may only be modified by the mutual written agreement of the parties.

10. This Agreement applies to and is binding upon the State of New Jersey, DEP, and the County, their successors and assigns.

**NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL
PROTECTION**

By: _____
Name: Edward Putnam
Title: Assistant Director

Dated: _____

COUNTY OF GLOUCESTER

By: _____
Name: Robert M. Damminger
Title: Freeholder Director

Dated: _____