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RESOLUTION AUTHORIZING THE EXECUTION OF A ELECTION SERVICES CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., TO PROVIDE, CREATE AND PRINT VOTING FOR DIGITIZED POLL BOOK SERVICES: ACCEPT, CONVERT, AND MERGE ADDITIONAL DATA FILES AND SIGNATURES INTO EXISTING DATABASE FOR EACH ELECTION, FROM JANUARY 1, 2012 TO DECEMBER 31, 2013, FOR AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR

WHEREAS, the County of Gloucester has determined that there is a need for voting material services for the Gloucester County Office of Elections and the Office of the County Clerk. These services will include, but not be limited to, printing of all digitized Poll Books; and

WHEREAS, the County of Gloucester has recommended that said professional services be provided by County Business Systems, Inc., 1574 Reed Road, Pennington, New Jersey, 08534; and

WHEREAS, the contract shall be for estimated units of services, for an amount not to exceed \$74,500.00 per year. 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 this contract beyond December 31, 2012 is conditioned upon approval of the 2013 Gloucester County Budget; and

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract with County Business Systems, Inc. for Election Services to the Gloucester County Office of Elections and the Office of the County Clerk, from January 1, 2012 and concluding December 31, 2013, for an amount not to exceed \$74,500.00 per year.

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

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, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**ELECTION SERVICES CONTRACT
BETWEEN
COUNTY BUSINESS SYSTEMS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 11th day of July, 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 **COUNTY BUSINESS SYSTEMS, INC.**, of 1574 Reed Road, Pennington, New Jersey 08534, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for voting materials for the Gloucester County Office of Elections and the Office of the County Clerk. These services will include, but not be limited to printing digitalized poll books, accept, convert, and merge additional data files and signatures into existing database for each election; and

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2013.
2. **COMPENSATION.** Contract shall be for estimated units of service, for an amount not to exceed \$74,500.00 per year, pursuant to the proposal of County Business Systems, Inc., identified as Attachment A, which is attached and made a part of this Contract. Therefore, it is agree and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to provide Voting machine services for the Gloucester County Board of Elections. These services will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two (2) technicians during elections, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

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

conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

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

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

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

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

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

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

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

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

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

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

continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

14. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of

County or infringe on the rights of the public.

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

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

21. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this

contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 11th day of July, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY BUSINESS SYSTEMS, INC.

By:

Print Name



DI

May 17, 2012

Gloucester County
Superintendent of Elections
2012 Voter Registration Lists
Primary Election 6/5/12

- 1) Six (6) complete sets in Alpha order. Separated and stapled by District; In County order. Example:

Clayton District 1
Clayton District 2
Through
Woolwich District 8

Box as follows:
Two (2) sets County Clerk
Four (4) sets Board of Elections

- 2) Two (2) complete sets in Alpha order. Bound by County.

Clayton through Woolwich
Note: Two (3) volumes per set; Total of six (6) books
Box as follows:

One (1) set Board of Elections
One (1) set County Clerk

- 3) One (1) complete set in Alpha Order.
Bound by Municipality. One (1) book for each municipality.

Twenty-four (24) Municipalities for a total of twenty-four books.

Note: Monroe Township has twenty-six (26) Districts; four (4) Wards. Districts are not listed in a typical numerical sequence (ex. 1, 2, 3 etc.). They are in a random order and we print them exactly how we get them from the County.



Gloucester County
Board of Elections
2012 Voter Registration Lists
General Election – 11/06/12

- 1) Ten (10) complete sets in Alpha order. Separated and stapled by District;
In County order. Example:

Clayton District 1
Clayton District 2
Through
Woolwich District 5

Box as follows:

Two (2) sets County Clerk
Four (4) sets Board of Elections
Two (2) sets Democratic Committee
Two (2) sets Republican Committee

- 2) Two (2) complete sets in Alpha order. Bound by County.
Clayton through Woolwich

Note: Two (2) volumes per set; Total of four books

Box as follows:

One (1) set Board of Elections
One (1) set County Clerk

- 3) One (1) complete set in Alpha Order.
Bound by Municipality. One (1) book for each municipality.
Twenty-four (24) Municipalities for a total of twenty-four books

4) Three (3) CD's in Alpha Order by District.

Box as Follows:

One (1) Board of Elections/Superintendent

One (1) Democratic Headquarters

One (1) Republican Headquarters

Two (2) County Clerk



July 6, 2012

Agency: Gloucester County Superintendent of Elections
Project: Voter Registration Lists / Books Printing Service
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Electronic laser printing service for the Gloucester County Voter Registration lists. Lists are provided for both the Primary and General Elections each year. Please see attached listing for the breakdown of each election. CD's are provided for the General Election.

Budget Quote:

Based upon the prior two year period. The cost is estimated at \$4,150.00 per year. Two year period (1/1/12 – 12/13/13) estimate: **\$8,300.00**



July 6, 2012

Agency: Gloucester County Superintendent of Elections
Project: Digitized Poll Book Printing Service Budget Quote
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Provide Digitized Poll Book Printing Service for the Gloucester County Superintendent of Elections for a Two Year Period. 1/1/12 through 12/31/13.

Budget Quote:

Estimated number of registered voters: 190,000.

**Note: 24 Municipalities, 229 Voting Districts*

Poll book production provided annually for the Annual School, Primary and General Elections; Also provisions for additional smaller elections (Special School Elections) has been Included. Projections are based on the prior two year period from 2010-2011. There has been two Special School Elections each year during this period.

| | |
|---|-------------|
| Estimated Total Voters Annually: | 700,000 |
| Unit Cost per Voter/Signature: | \$0.0525 |
| Total Annual Budget: | \$36,750.00 |
| Two Year Budget Projection: | \$73,500.00 |

RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC., (ESS, INC.), TO PROVIDE VOTING MACHINE SERVICES TO THE GLOUCESTER COUNTY SUPERINTENDENT OF ELECTIONS, FOR AN AMOUNT NOT TO EXCEED \$160,000.00, FROM APRIL 1, 2012 TO MARCH 31, 2015

WHEREAS, the County of Gloucester has determined that there is a need for voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to, certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians; and

WHEREAS, said services will cover scheduled elections for the 2012, 2013 and 2014 year, as well as unanticipated elections including, but not limited to Special Bond CAP Elections, Special Fire Elections, Run-Off Elections and School Board Elections mandated by the State; and

WHEREAS, the County of Gloucester has recommended that said professional services be provided by Election Support and Services, Inc. (ESS, Inc.), with offices at 108 Route 541, Medford, New Jersey 08055; and

WHEREAS, the contract shall be for estimated units of service for a rate not to exceed \$39.00 per machine and a rate not to exceed \$900.00 per technician and an hourly rate of \$125.00 for additional services to be provided during elections, for an amount not to exceed \$160,000.00 for the term of the contract. 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 this contract beyond December 31, 2012 is conditioned upon approval of the 2013 Gloucester County Budget and Continuation of this contract beyond December 31, 2013 is conditioned upon approval of the 2014 Gloucester County Budget and Continuation of this contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract for professional services for the provision of voting machine services to the Gloucester County Superintendent of Elections is hereby awarded to Election Support and Services, Inc. (ESS, Inc.), from April 1, 2012 to March 31, 2015, for an amount not to exceed \$160,000.00 for the term of the contract; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law; 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, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
ELECTION SUPPORT AND SERVICES, INC., (ESS, INC.)
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 11th day of July, 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 **ELECTION SUPPORT AND SERVICES, INC., (ESS, INC.)**, (a New Jersey Corporation), with offices at 108 Route 541, Medford, New Jersey 08055, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, including Special Elections; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing April 1, 2012 and concluding on March 31, 2015.
2. **COMPENSATION.** Contractor shall be compensated at the rate not to exceed \$39.00 per machine and the rate not to exceed \$900.00 per technician, and an hourly rate of \$125.00 for additional services with the total annual compensation not to exceed \$160,000.00 for the term of the contract, pursuant to the proposal of Election Support and Services, Inc., identified as Attachment A, which is attached to and made a part of this Contract. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to provide Voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, as more specifically described in Appendix A, attached hereto and made a part hereof.

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

A. The 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. The 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. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

C. The Contractor will send to each labor union or representative or workers with

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

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

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

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

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

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

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

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

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, and the Proposal of Election Support and Services, Inc., identified as Attachment A, which is referred to and incorporated herein. Should there occur a conflict between this Contract and Attachment A, this Contract shall control.

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

THIS CONTRACT is dated this 11th day of July, 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 Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ELECTION SUPPORT
AND SERVICES, INC.**

BY:

(Please Print Name)

ATTACHMENT A

Election Support & Services, Inc.
108 Route 541
Medford, NJ 08055
(609)953-7243

County of Gloucester
Superintendent
550 Grove Road
Thorofare, NJ 08086

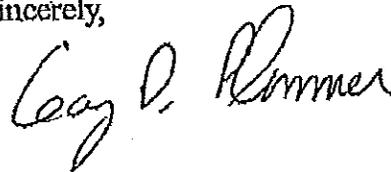
6-19-12

RE: Budget Proposal 2012

It is with pleasure that Election Support & Services, Inc. submits this proposal to provide voting machine service to Gloucester County.

1. Certifying- ESS will certify all voting machines to be used in up coming elections. This will include ballot verification, checking candidate switch positions, Audio test, Pre-Lat test (vote simulation) and collection of results report from each machine. Gloucester County will be responsible for hanging the ballots, formatting cartridges, sealing machines and checking paper rolls. Above mentioned services cost \$39.00 per machine.
2. Technical Staff- During elections ESS will provide technicians to Gloucester County at a cost of \$900.00 per technician.
3. Professional Fees- ESS proposes to perform all services at the set forth price (above), however if additional services are needed ESS charges \$125.00 per hour.

Sincerely,



DB

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.B. MASON CO., INC. FOR THE PURCHASE OF (29) CONCORDE EXECUTIVE 24 HOUR CHAIRS FOR THE COUNTY EMERGENCY RESPONSE DEPARTMENT, IN THE AMOUNT OF \$24,439.75, FROM JULY 1, 2012 TO SEPTEMBER 1, 2012

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purchase of (29) Concorde Executive 24 Hour Chairs for use by the Emergency Response Center; and

WHEREAS, after following proper bidding procedure, it was determined that W.B. Mason Co., Inc., with a mailing address of 1435 Melrose Highway, Pennsauken, New Jersey 08110, was the lowest responsive and responsible bidder to supply said chairs, in the amount of \$24,439.75, as specifically described in the bid specifications PD# 012-014; and

WHEREAS, bids were publicly received and opened on June 26, 2012; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$24,439.75, pursuant to C.A.F.# 12-06131, which amount shall be charged against budget line item G-02-11-181-000-20592.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute contract with W.B. Mason Co., Inc. to supply (29) Concorde Executive 24 Hour Chairs, from July 1, 2012 to September 1, 2012, for a total contract amount of \$24,439.75.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D3

**CONTRACT BETWEEN
W.B. MASON CO., INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 12th day of July, 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **W.B. Mason Co., Inc.**, 1435 Melrose Highway, Pennsauken, New Jersey 08110, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of (29) Concorde Executive 24 Hour Chairs for use by the Emergency Response Center, as set forth in **PD-012-014**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from July 12, 2012 to September 1, 2012.
2. **COMPENSATION.** Contract shall be for a total contract amount of \$24,439.75.

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-012-014, which are incorporated herein and made a part hereof by

reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The 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 Contractor'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 Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the 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 Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **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.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-012-014, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 12th day of July, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

W.B. MASON CO., INC.

By:
Title:

| | | | | |
|---|--|---|---|--------------------------|
| PD 012-014 | | | 4 | |
| Bid Opening 6/26/12 10:00am | | | | |
| PROPOSAL FORM FOR THE PURCHASE OF 29 CONCORDE EXECUTIVE 24 HOUR CHAIRS OR APPROVED EQUAL FOR THE USE BY THE GLOUCESTER COUNTY EMERGENCY RESPONSE DEPARTMENT | | | | |
| VENDOR: | WB Mason Co. Inc. 1435 Melrose Hwy. Pennsauken, NJ 08110 Anthony Cloe 888 926-2766 508 436-1262 Fax | VENDOR: GA Blanco & Sons Inc. 186 Timberlane Rd. Clarksboro, NJ 08020 Jay Grubb 800 931-0027 800 553-4379 Fax | VENDOR: ErgoGenesis One Body Blitt Place Navasota, TX 77868 Ernest Nycz 972 377-8191 214 853-5905 Fax | |
| Concorde Executive 24 hr. Chairs (per chair) | \$842.75 | \$1,174.00 | \$940.76 | \$899.73 |
| Total Price for 29 Chairs | \$24,439.75 | \$34,046.00 | \$27,281.90 | \$26,092.17 |
| Make | Global Concorde | Global | Global | Body Blitt Intensive Use |
| Model | 2424RN31BKC10 | 2400-18 | 2424 GRD 4 | 13507 Staccato/Black |
| DELIVERY DAYS | 30 Days | 30 Days | No Answer | |
| VARIATIONS | NONE | NONE | NONE | See Above |
| Will you extend your prices to local government entities within the County | YES | NO | No Answer | No Answer |
| Bid Specifications sent to: | Versi Total Office Solutions Arch Gold | Global Industrial | Bella | Prime Vendor |
| Based upon the bids received, I recommend we award the contract to WB Mason Co. Inc. as the lowest responsive responsible bidder. | | | | |
| | | Sincerely, | | |
| | | Robert J. McErlane | | |
| | | Assistant Purchasing Agent | | |

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

D3

Certificate of Availability of Funds

TREASURER'S NO. 12-06131 DATE 6/29/12
G-02-11-181-000-20592 EMERGENCY
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT RESPONSE

AMOUNT OF CERTIFICATION \$24439.75 COUNTY COUNSEL T. CAMPO

DESCRIPTION: Concorde 24hour chairs - per PD-012-014

VENDOR: WB MASON

ADDRESS: 1435 MELROSE AVE
PENNSAUKEN, NJ 08110

JL Butk
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-3-12

RESOLUTION AUTHORIZING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NJ DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF STATE POLICE, OFFICE OF HOMELAND SECURITY AND PREPAREDNESS, THE NJ DEPARTMENT OF TRANSPORTATION, US COAST GUARD, TO INCLUDE SALEM COUNTY IN THE DELAWARE RIVER INFRASTRUCTURE PROTECTION PROJECT (DRIPP)

WHEREAS, the State of New Jersey intends to mitigate terrorist risk along the Delaware river by bolstering security awareness and enhancing the ability of governmental and private entities to prevent, detect, interdict, and rapidly respond to and recover from terrorist acts and other "all hazard" events along the Delaware River, its' adjacent communities, facilities, and the key critical assets within the area's transportation infrastructure.

WHEREAS, the Federal Government in the Department of Homeland Security has dedicated high priority funds to Maritime Domain Awareness (MDA) on the Delaware River in Gloucester, Salem, Burlington, and Camden Counties; and

WHEREAS, Gloucester County entered into a Memorandum of Understanding in February, 2011 to assist in the DRIPP Project; and

WHEREAS, this amendment provides for the participation of Salem County Emergency Management into the Delaware River Infrastructure Protection Plan Project.

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 be and are hereby authorized to execute an Amendment to the Memorandum of Understanding between the County of Gloucester and the NJ Department of Law and Public Safety, Division of the State Police, Office of Homeland Security and Preparedness, the New Jersey Department of Transportation and Salem County, for Salem County's participation in the Delaware River Infrastructure Protection Plan Project.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D4



STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

Delaware River Infrastructure Protection Project

SYSTEM OPERATIONS

MEMORANDUM OF UNDERSTANDING

Amendment No. 1

CONFIDENTIALITY NOTICE

This document contains confidential, sensitive counter-terrorism information that shall not be deemed to be public record under the provisions of P.L. 1963, c. 73 (c.47:1A-1, et seq.) as amended and supplemented.

Reference is made to the Systems of Operation Memorandum of Understanding (hereinafter referred to as "MOU") executed on April 12, 2011, between the NJ Department of Law and Public Safety, Division of the State Police (hereinafter NJSP), the New Jersey Department of Transportation (hereinafter NJDOT), the United States Coast Guard (hereinafter USCG), and the Gloucester County Office of Emergency Management (hereinafter collectively referred to as "the Parties").

WHEREAS, the Delaware River Infrastructure Protection Project, hereinafter referred to as "DRIPP" was established with the intent to include other Counties, in addition to Gloucester County, as feasible to share resources to effectively use DRIPP to improve maritime domain awareness and implement measures to mitigate the risk along the Delaware River; and

WHEREAS, Salem County has also assigned a high priority to improvements to maritime domain awareness along the Delaware River, and supports this project; and

WHEREAS, the Parties wish to amend this MOU to provide for Salem County to participate in the measures DRIPP provides to mitigate the risk; and

WHEREAS, the Parties wish to amend this MOU to provide for other improvements developed to increase measures to mitigate risk;

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all Federal, State and Local laws and ordinances, and the legal authority provided to each agency, the Parties agree as follows to the following changes to the MOU:

1. The County of Salem agrees to comply with the terms of the MOU with the roles and responsibilities of the County included under Sections III and IV as defined below.
Section III. J. The County of Salem shall provide space and coordination support for the installation and maintenance of DRIPP related equipment and services, access to alarm data from critical transportation infrastructure (currently monitored by the County), permission to install and operate microwave radio equipment on County facilities, allow for joint use of existing communication links operated by the County within existing capacity, and comply with the use of DRIPP as defined by this MOU with no compensation requested from, or provided to, the State of New Jersey.
Section IV. C. At the Salem County OEM center located at Woodstown, NJ 08079, and the other locations as noted, Salem County shall provide for the following:
 - a. One existing 19 inch computer hardware rack, or space for a new rack, in a computer room environment with front and rear access.
 - b. Uninterrupted 120VAC single phase power to the network/communications equipment and computer hardware rack with a

CONFIDENTIALITY NOTICE

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- connection to the computer room ground window (ground plate) for each rack (single point ground).
- c. Redundant 15/20a breaker service for the computer rack.
 - d. Space and location for one new workstation and one 42" wall video monitor.
 - e. Space and power for an EVPL communication circuit, if required, for a link to the DRIPP network.
 - f. Use of the existing microwave links with connections for DRIPP allowed at either the Salem Administration Facilities at 92 Market Street, Salem, NJ 08070 and the Salem OEM Center as possible. The required DRIPP bandwidth for the link between the Administration Facilities and the OEM Center is 80Mbps, with bandwidth for other links to be provided as possible within the existing capacity.
 - g. As provided by the County's agreement with the City of Salem, use of the Water Tower at the Salem County Administration Facilities at 92 Market Street, Salem, NJ 08070 to support new microwave radio links to the Delaware Memorial Bridge and/or other links to access the DRIPP network or other critical infrastructure sites within Salem County; including space on the tower for microwave antennas, floor space in the facilities equipment room for a microwave equipment cabinet and uninterrupted 120VAC single phase power for microwave and network equipment.
 - h. Facility access for NJDOT Vendor(s) to perform DRIPP equipment installation, testing, and maintenance. Installation includes primary and ancillary equipment such as cabinets, conduits, and cabling; and the installation of software programs on new hardware and up to five existing workstations.
 - i. Assist in service of DRIPP hardware and software installed.
 - j. Assist in DRIPP system data link trouble isolation, especially within existing County communication links.
 - k. Coordinate the verification of DRIPP system alarm monitoring and operations with NJSP-MSB.
2. USCG agrees to the addition of an Item 11 under **Section IV.A.** to provide for the installation and maintenance of DRIPP related cameras and associated connections at the USCG Sector Delaware Bay facilities for additional surveillance coverage of this section of the Delaware River.

CONFIDENTIALITY NOTICE

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DRIPP - Systems Operation

In witness hereof, the parties have executed this Amendment.

SIGNATURES:

New Jersey Department of Law and Public Safety:

Jeffrey S. Chiesa, Attorney General of NJ

DATE

**Colonel Joseph R. Fuentes
Superintendent, Division of NJ State Police**

DATE

United States Coast Guard:

**Meredith L. Austin, Captain, U.S. Coast
Guard Commander, Coast Guard Sector
Delaware Bay**

DATE

Gloucester County, OEM:

**Robert M. Damminger, Freeholder
Director Gloucester County**

DATE

CONFIDENTIALITY NOTICE

This document contains confidential, sensitive counter-terrorism information that shall not be deemed to be public record under the provisions of P.L. 1963, c. 73 (c.47:1A-1, et seq.) as amended and supplemented.

E1

RESOLUTION AUTHORIZING ONE (1) YEAR EXTENSION TO CONTRACT WITH NORTH CONNECTIONS LOGISTICS, INC., FROM AUGUST 1, 2012 TO JULY 31, 2013, IN AN AMOUNT NOT TO EXCEED \$180,000.00

WHEREAS, a contract was awarded to North Connections Logistics, Inc., 4100 Sylon Boulevard, Hainesport, New Jersey 08036 on July 22, 2009, per PD# 09-047 for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one-year periods, with this being the second request; and

WHEREAS, the Purchasing Director has recommended that the option to extend be exercised, extending the term of the Contract for one year through July 31, 2013; and

WHEREAS, this contract extension shall be for estimated units of services, on an as needed basis, for an amount not to exceed \$180,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend the contract with North Connections Logistics, Inc., for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments for an additional one year period (August 1, 2012 through July 31, 2013) for an amount not to exceed \$180,000.00 and the County Purchasing Agent is directed to so inform the Contractor.

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 and State of New Jersey held on July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ED

RESOLUTION AUTHORIZING ONE (1) YEAR EXTENSION TO CONTRACT WITH ROWLAND TRANSPORTATION, INC., FROM AUGUST 1, 2012 TO JULY 31, 2013, IN AN AMOUNT NOT TO EXCEED \$200,000.00

WHEREAS, a contract was awarded to Rowland Transportation, Inc., 425 Raritan Street, Camden, New Jersey 08105, on July 22, 2009, per PD# 09-047 for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one-year periods, with this being the second request; and

WHEREAS, the Purchasing Director has recommended that the option to extend be exercised, extending the term of the Contract for one year through July 31, 2013; and

WHEREAS, this contract extension shall be for estimated units of services, on an as needed basis, for an amount not to exceed \$200,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend the contract with Rowland Transportation, Inc., for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments for an additional one year period (August 1, 2012 through July 31, 2013) for an amount not to exceed \$200,000.00 and the County Purchasing Agent is directed to so inform the Contractor.

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 and State of New Jersey held on July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E3

RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2013 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, Gloucester County has been provided the fiscal year 2013 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under the authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders hereby authorizes:

1. The Freeholder Director and County Counsel attest to Federal 2013 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit.
2. The Freeholder Director and Clerk of the Board or their designees are hereby authorized to execute any documents necessary in order to effectuate the purposes of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester on July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E3

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

| | | |
|---|--|---|
| 1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award NOT APPLICABLE | 3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ |
|---|--|---|

| | |
|---|--|
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: | 5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
|---|--|

| | |
|--------------------------------------|--|
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CDFA Number, if applicable: |
|--------------------------------------|--|

| | |
|--|---|
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ |
|--|---|

| | |
|---|--|
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from no. 10a)</i> <i>(last name, first name, MI):</i> |
|---|--|

| | |
|--|--|
| 11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure. | Signature: _____ Print Name: <u>Robert M. Damminger</u> Title: <u>Freeholder Director</u> Telephone No.: <u>(856) 853-3395</u> Date: _____ |
|--|--|

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an official employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.



LOBBYING CERTIFICATION

(Required)(An authorized representative of the applicant must sign and submit this certification.)

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Applicant County of Gloucester certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: _____

Print Name of Applicant's Authorized Representative: Robert M. Damminger

Title of Applicant's Authorized Representative: Freeholder Director

Date _____

For those counties who subcontract out their services please have your vendors sign off on the required lobbying certifications. This must be done yearly as per the FTA, send the signed vendor certification to your Regional Program Administrator.)

**IMPORTANT NOTICE TO ALL SUBRECIPIENTS AND
CONSULTANTS/VENDORS**

**ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (SAFETEA-LU, 49 U.S.C. §5316)
NEW FREEDOM GRANT (SAFETEA-LU, 49 U.S.C. §5317)
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (Cumberland County) (49 U.S.C. §5307)**

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW**

I, Robert M. Damminger, Freeholder Director, executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit, to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

County of Gloucester, Division of Transportation Services

Robert M. Damminger, Freeholder Director

Sworn to and subscribed to before me, this _____ day of _____, 20__.



DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

For any contract / agreement of \$25,000 or more the Subrecipient/Subrecipient must verify that itself and/or subcontractors are not debarred or suspended (49 CFR part 29) by checking their status on the US GSA website at www.epls.gov and complete and submit to NJ TRANSIT verification of non debarment/suspension.

Name of Subrecipient: County of Gloucester, Division of Transportation Services

1. The prospective lower tier participant certifies, by submission of this agreement or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Subrecipient certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provision of 49 CFR § 29.105(p) apply to this certification and disclosure, if any.

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

Signature of Subrecipient's Authorized Official: _____

Date: _____

APPENDIX A

FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL
TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: County of Gloucester

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

| <u>Category</u> | <u>Description</u> | |
|-----------------|--|-------|
| 01. | Assurances Required For Each Applicant. | _____ |
| 02. | Lobbying. | _____ |
| 03. | Procurement Compliance. | _____ |
| 04. | Protections for Private Providers of Public Transportation. | _____ |
| 05. | Public Hearing. | _____ |
| 06. | Acquisition of Rolling Stock for Use in Revenue Service. | _____ |
| 07. | Acquisition of Capital Assets by Lease. | _____ |
| 08. | Bus Testing. | _____ |
| 09. | Charter Service Agreement. | _____ |
| 10. | School Transportation Agreement. | _____ |
| 11. | Demand Responsive Service. | _____ |
| 12. | Alcohol Misuse and Prohibited Drug Use. | _____ |
| 13. | Interest and Other Financing Costs. | _____ |
| 14. | Intelligent Transportation Systems. | _____ |
| 15. | Urbanized Area Formula Program. | _____ |
| 16. | Clean Fuels Grant Program. | _____ |
| 17. | Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. | _____ |
| 18. | Nonurbanized Area Formula Program for States. | _____ |
| 19. | Job Access and Reverse Commute Program. | _____ |
| 20. | New Freedom Program. | _____ |
| 21. | Paul S. Sarbanes Transit in Parks Program. | _____ |
| 22. | Tribal Transit Program. | _____ |
| 23. | TIFIA Projects | _____ |
| 24. | Deposits of Federal Financial Assistance to a State Infrastructure Banks. | _____ |

APPENDIX A

FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: County of Gloucester

Name and Relationship of Authorized Representative: Robert M. Damminger, Freeholder Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA assistance during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name Robert M. Damminger, Freeholder Director
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Gloucester

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name Thomas Campo
Attorney for Applicant

APPENDIX A

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT**

I, Robert M. Damminger, executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.

Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

All common wheelchairs and their users shall be transported in the Subrecipient's vehicles.

The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.

The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.

The Subrecipient may require that an individual permit his or her wheelchair to be secured.

The Subrecipient may not deny transportation to a wheelchair or its user on the grounds that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.

The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.

The Subrecipient shall permit individuals with disabilities who do not use wheelchair, including standees, to use a vehicle's lift or ramp to enter the vehicle.

The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.

The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.

The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.

The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.

The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.

The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

Certification of ADA Compliant Service

This is to certify that Gloucester County transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Signature

Robert M. Damminger
Name of Authorized Official

Freeholder Director
Title

Date

F1

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS
RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY,
DIVISION OF CRIMINAL JUSTICE FOR A MULTI-JURISDICTIONAL GANG, GUN,
AND NARCOTICS TASK FORCES GRANT, JAG 1-8TF-11,
FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF \$76,723.00**

WHEREAS, the Gloucester County Prosecutor desires to submit an application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for a Multi-Jurisdictional Gang, Gun and Narcotics Task Forces Grant, relative to Edward Byrne Memorial Justice Assistance Grant (JAG), JAG 1-8TF-11, from July 1, 2012 to June 30, 2013; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

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

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

WHEREAS, the total amount of the grant funds to be requested is \$76,723.00, for the period from July 1, 2012 to June 30, 2013.

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

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents in connection with the filing of grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, for the Edward Byrne Memorial Justice Assistant Grant (JAG) for a Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces Grant by the Gloucester County Prosecutor's Office as part of the Gang's, Guns and Narcotics Task Force, for the period July 1, 2012 to June 30, 2013.
2. 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 additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST

SUBGRANTEE: County of Gloucester – Prosecutor's Office

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 2 copies of the completed application.

PART I:

- X Applicant Information Form
- X Problem Statement (Provided by Applicant)
- X Project Description (Provided by Applicant)
- X Project Goals(s), Objectives, and Action Strategy (Provided by Applicant)
- X Management Structure (Provided by Applicant)
- X Evaluation (Provided by Applicant)
- X Project Budget Detail Form
- X Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

PART II:

- X Application Authorization
- X Certification of Equal Employment Opportunity Plan (EEOP) Form
- X General Conditions and Assurances
- X Grant Agreement Certification
- X Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- X Resolution of Participation and Certification of Recording Officer (Not applicable to State Agencies)
- X Federal Financial Accountability and Transparency Act Information Form

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Single Audit, Form 990-Income Tax Return or audited financial statements
- List of Officers/Directors/Trustees
- Income Sources Form
- Accounting System and Financial Capability Questionnaire
- Audit Requirements Form
- Mandatory Waiver from Local Units of Government

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION**

Applicant Information Form

JAG Program

| | |
|--|-------------------------|
| Project Duration Period (when to when): 07/01/12-6/30/12 | Grant No.: JAG 1-8TF-11 |
|--|-------------------------|

Official Name of Applicant Agency: County of Gloucester

Address: 2 South Broad Street

| | | |
|--------------------------|--------------------------|--------------------|
| City/State: Woodbury, NJ | Zip Code + 4: 08096-4604 | County: Gloucester |
|--------------------------|--------------------------|--------------------|

Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office

| | | |
|-----------------|---|------------------------------|
| Agency Website: | Fiscal Year Start Date: January 1, 2012 | Federal ID Number: 216000660 |
|-----------------|---|------------------------------|

Charitable Registration Number (if non profit & not exempt):

Have there been any findings filed against the agency in regard to its charitable status?
 Yes No If yes, please explain on a separate sheet.

Name and Title of Chief Executive/Agency Director: Robert M Damminger, Freeholder Director

Street Address, City, State, Zip Code + 4 (if different from above):

| | | | |
|-------------------------|------|---|-------------------|
| Telephone: 853-853-3395 | Ext. | Email: rdamminger@co.gloucester.nj.us | Fax: 856-853-3495 |
|-------------------------|------|---|-------------------|

Name and Title of Project Director: Danielle LoRusso, Sergeant

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, Woodbury NJ 08096-4604

| | | | |
|-------------------------|------|---|-------------------|
| Telephone: 856-224-8224 | Ext. | Email: dlorusso@co.gloucester.nj.us | Fax: 856-224-8239 |
|-------------------------|------|---|-------------------|

Name and Title of Contact Person: Billie-Jo Scott, Office Manager

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, Woodbury, NJ 08096-4604

| | | | |
|-------------------------|------|---|-------------------|
| Telephone: 856-384-5532 | Ext. | Email: bjscott@co.gloucester.nj.us | Fax: 856-384-8624 |
|-------------------------|------|---|-------------------|

Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer

Street Address, City, State, Zip Code + 4 (if different from above):

| | | | |
|-------------------------|------|---|-------------------|
| Telephone: 856-853-3352 | Ext. | Email: gschwarz@co.gloucester.nj.us | Fax: 856-251-6778 |
|-------------------------|------|---|-------------------|

Name and Title of Fiscal Contact Person: Billie-Jo Scott, Office Manager

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, Woodbury, NJ 08096-4604

| | | | |
|-------------------------|------|---|-------------------|
| Telephone: 856-384-8624 | Ext. | Email: bjscott@co.gloucester.nj.us | Fax: 856-384-8624 |
|-------------------------|------|---|-------------------|

PROBLEM STATEMENT

Gloucester County is a suburban and rural county located in southern New Jersey. It is bordered in New Jersey by Camden, Salem, Atlantic and Cumberland counties. The Delaware River separates the western side of the county from the City of Philadelphia, Chester County, Pennsylvania and the State of Delaware. Gloucester County is located directly in the Philadelphia - Atlantic City corridor and the New York City - Philadelphia/Camden - Washington, DC corridor. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 289,920 residents. Gloucester County's population continues to surge at an extremely rapid rate. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate-295 and State Highway 55 pass through the county giving gang members, drug couriers, and other criminals easy access from the major surrounding cities.

Located between Camden County to the north and Cumberland County to the south, Gloucester County is in a geographically precarious position. Camden City has a significant gang presence which contributes to the staggering percentage of the city's violent crimes and drug related offenses. Effective law enforcement efforts and successful gang recruitment has caused the gang problem to spread to suburban municipalities throughout Camden County. The reach of the gangs has recently and most notably extended into Gloucester County over the course of the past year. The municipalities of Bridgton, Millville, and Vineland (BMV) in Cumberland County are also combating a serious gang problem. Much like the influx of gang members into Gloucester County from Camden County, gang members from BMV are migrating to Gloucester County to establish their territory, recruit additional members, and set up narcotics trafficking operations.

Historically, intelligence information has shown that Philadelphia, Camden and New York are source cities for controlled dangerous substances to include crack, powdered cocaine, marijuana, methamphetamine, and ecstasy. Gloucester County is in an ideal geographic location for the motivated and entrepreneurial gang member or drug dealer. Gloucester County offers a unique combination of rural areas, suburban municipalities, and urban clusters, which all have relatively quick and easy access to major transportation arteries. This combination equates to a relatively easy commute to and from any suburban outpost in Gloucester County to and from Camden, Atlantic City or Philadelphia. Gang members have seen the potential for growth in the communities of Gloucester County and are beginning to establish a foothold in certain municipalities. The onset of a gang problem in Gloucester County has become apparent and the law enforcement community of Gloucester County has taken the appropriate steps in preparation to combat it.

In 1998, forty-eight (48) open air drug markets within Gloucester County were identified by the Gloucester County Narcotics Strike Force and local police departments. They were located in Paulsboro, Glassboro, Woodbury, Monroe, Clayton, Deptford, Franklin and Swedesboro. These locations were designated as "Quality of Life" Enforcement Zones. The designated zones were plagued with an increase of not only sales of crack, cocaine and marijuana, but crimes such as assaults, robberies, burglaries, thefts and crimes of violence. Drug related shootings and aggravated assaults have also occurred in these zones as a result of turf wars over drug corners and robberies of drug dealers and their buyers. Today, because of a

concerted effort of law enforcement, many of the originally designated "Quality of Life" zones are no longer indentified as open air drug locations. Cooperative efforts amongst law enforcement agencies in Gloucester County to combat the problem of open air drug markets have been successful over the past decade. This same cooperation is going to be required to combat the burgeoning gang problem in Gloucester County.

Municipal police department budgets have been stretched to their limits in order to provide quality police services to the ever expanding municipalities in Gloucester County. In many cases the population expansion has been so rapid that departments are struggling to keep pace. Their ability to address issues pertaining to violent crimes and property crimes is being and will continue to be made much more difficult with the addition of the growing gang problem. Municipal police departments are ill equipped to provide the personnel or resources needed to conduct comprehensive investigations of violent street gangs. The need to maintain continual intelligence on the activities and operations of violent gangs and their members is paramount. This is undoubtedly a daunting task but one that will be critical to the success of law enforcement in Gloucester County in combating violent gangs and establish a sound intelligence led policing initiative. The vast majority of municipal police departments do not have the personnel to assign an officer to be a full time "gang" officer and heavy reliance will be placed on the Gloucester County Gangs, Guns, and Narcotics Task Force (GGNTF) to supplement their law enforcement needs.

The Bloods continue to be the most dominant and prevalent gang in Gloucester County. Over one hundred and sixty-two (162) members of the Bloods have been identified as having resided in Gloucester County, served time in the Gloucester County Jail, or committed a criminal act in Gloucester County over the past two years. Thirty-six (36) different street gangs, outlaw motorcycle gangs, and supremacist groups are represented in Gloucester County. They have been identified through the efforts of the Gloucester County Jail and the field contacts with members of the Gloucester County law enforcement community.

Thirteen (13) different Blood sets have been identified in Gloucester County. These sets represent the older, more established west coast Blood sets and also the sets spawned from the development of the east coast based United Blood Nation which began in the early 1990s. Intelligence sharing initiatives and the cultivation of confidential informants from within the ranks of the Bloods have been critical in tracking trends and the identification of new Bloods members. Documentation of gang members and activity along with the utilization of county wide intelligence has facilitated uniformity of gang member knowledge amongst the twenty-four (24) municipalities in Gloucester County. Numerous members of the Fruit Town Brims set of the Bloods were sentenced to multi-year state prison terms after the culmination of two successful long term investigations in 2008, which were assisted by the New Jersey State Police (NJSP). The removal of these gang members created a power vacuum amongst gang members in Gloucester County and specifically in the Glassboro/Clayton area. It should be noted that the epicenter of gang activity in Gloucester County is the Glassboro/Clayton area. Unfortunately, this vacuum was quickly filled by the 793 set of the Bloods in 2010. The number of the 793 Bloods in Glassboro swelled to over thirty members and is still growing. In addition to the increased membership, the 793 Bloods began dominating the lucrative open air drug trade in the low income housing areas in Glassboro. Assaults and robberies increased in these low income areas as the 793 Bloods established their foothold.

Unfortunately, numerous members of the Fruit Town Brims have completed their prison sentences or have been paroled and have returned to the Glassboro/Clayton area. Reliable information from several informants indicates that the Fruit Town Brims are intent on regaining control of Glassboro/Clayton and have the 793 Bloods in their crosshairs. The 793 Bloods are comprised of younger members who have strong ties to the older members (who grew up in Glassboro/Clayton) of the Fruit Town Brims. These younger gang members are rumored to be abandoning the 793 set in favor of the Fruit Town Brims. The primary reason is they are fearful they will be a target of violence if they do not switch over to the Fruit Town Brims. They also realize the older members of the Fruit Town Brims are coming out of prison with additional gang member status and they are going to quickly re-establish their narcotics distribution connections. This is a dilemma that will be the focus of our targeting efforts.

After two successful long term narcotics investigations targeting the Fruit Town Brim set of the Bloods in Gloucester County resulted in extended state prison sentences for well established gang members, a power vacuum in the Glassboro/Clayton area quickly emerged. The vacuum was filled by a ranking member of the 793 Bloods from the Newark area. This individual who has effectively recruited nearly every member of the Glassboro based local street gang the "Dark Side Killers." The number of 793 Bloods in Glassboro has swelled to over thirty members and is growing. 793 Bloods are intent on dominating the lucrative open air drug trade in the low income housing areas in Glassboro. It goes without saying that with the take-over of drug distribution territory the violence that goes along with defending it is sure to follow. This has come in the form of a rising conflict between 793 members and Fruit Town Brims who began returning from prison approximately two years ago.

The conflict took a violent turn during the 2012 Memorial Day weekend. A large fight involving members of both sets led to two shootings. One shooting resulted in an innocent juvenile being struck by a bullet. Confidential source information indicates that the shootings are the beginning of a long and violent clash between the sets. The reputed leader of the Fruit Town Brims in Glassboro has recently been paroled from NJ state prison and will be back in the Glassboro area during the summer months of 2012. Intelligence information indicates he is intent on eliminating any competition the Fruit Town Brims have by any means necessary. We have a plan set in place to show our stance and that we are aware of his intentions.

According to the most recent New Jersey State Police Gang Survey of 2010, 45% of New Jersey's 565 municipalities reported some sort of gang presence, which is an increase of 2% from the 2007 survey. In 2007, 43% of New Jersey's 567 municipalities reported some sort of gang presence and 58% of Gloucester County's municipalities reported the presence of gangs. This is a significant rise from 2004 where 21% of Gloucester County's municipalities reported some sort of gang presence. These figures prove that gang presence is on the rise in Gloucester County.

UCR statistics for 2012 show a slight increase in violent crime when compared to the same time frame in 2011 in Gloucester County. Statistics obtained through "Operation Cease Fire" reflect that firearm seizure figures over the past few years illustrate an increasing gun problem in Gloucester County. In 2011, the number of firearms seized was two hundred and two (202) and the number of persons charged with the unlawful possession of a firearm was

fifty-seven (57). In 2012, the number of firearms seized is two hundred and ninety-nine (299) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72), which shows an increase.

In summary, the presence of gang members in Gloucester County is very apparent and they are routinely participating in a broad spectrum of crimes ranging from armed robberies to organized fraud. We have doggedly worked to prepare for this problem. We pride ourselves on tenaciously attacking the gang problem. We routinely look to be innovative in our approach. We have combined the resources of the GGNTF, the Fugitive Investigations Unit (FIU), and the Intelligence Unit to utilize the skills and experience of each unit. We are battling the greatest challenge law enforcement in Gloucester County will face for the foreseeable future.

2. Project Description

The Gloucester County Gangs, Guns, and Narcotics Task Force intends on engaging in a multi-faceted initiative that will target violent crime and the violent, and oftentimes repeat, offenders that perpetrate them. The initiative will be carried out by not only the Gloucester County GGNTF, but also many other law enforcement partners that will be working synergistically toward a common goal. It is a statistical fact that a small percentage of especially violent criminals are responsible for a large percentage of overall violent crime. This statistic holds true in Gloucester County as well. UCR violent crime statistics show a slight increase from 2011 to 2012 in Gloucester County. As stated above, Gloucester County is in the beginning phase of a substantial gang problem. This proposed program is being instituted to not only combat a blooming gang problem, but to also effectively mitigate the problem before it can gain momentum. We have learned lessons from our neighbors to the north and south, who were unable to stem the tide in time and are now playing catch up with gangs and the violent crime that inherently accompanies them.

This initiative will engage and target violent crime and gangs from a wide spectrum of means and will utilize many different resources. Attacking this problem must be done with a sense of innovation and we will not be relying solely on traditional policing methods. Educating the youth of Gloucester County on the dangers of gangs has become imperative. Members of the investigative staff are trained instructors of the G.R.E.A.T. (Gang Resistance Education and Training) program and routinely teach the curriculum to youth in at-risk school districts throughout Gloucester County. This will enhance our project by not only preventing youth from joining gangs, but also by facilitating a partnership with county school officials. These school officials will offer critical insight into future crime problems. Mitigation through education is a major component of the project.

Intelligence led policing and information sharing amongst the Gloucester County law enforcement collective will also be a major component of the initiative. This will lead to a more focused and timely enforcement approach. Suppressing gang activity quickly and responding swiftly to violent crime trends and surges will be largely based off of utilizing good intelligence. Information sharing has never been more critical. We have established a robust intelligence database that provides all law enforcement agencies in Gloucester County with access. It ensures we are all operating on the same page and eliminates departmental secrecy that has

plagued law enforcement in the past. Technological resources are going to be significant factors in the quest for information superiority. New systems such as the Automated License Plate Recognition (ALPR) system have shown the incredible advantage high tech equipment can provide to law enforcement. The ALPR has already proven effective at tracking the activities of gang members and violent criminals. Its use will be increased during this initiative and for years to come.

The Gloucester County GGNTF has enjoyed success targeting gang members and violent offenders through an effective measure of combining the resources of task force members with the Gloucester County Prosecutor's Office Fugitive and Intelligence Units. This has resulted in a synergistic approach to tracking, investigating, and arresting gang members and violent offenders. A marked increase in intelligence sharing coupled with a highly proactive approach to curtailing gang activity has yielded very positive results. Serial home invasions, armed robberies, and smash-and-grab burglaries have been the crimes of choice of gang members in Gloucester County. The Gloucester County intelligence liaison system and a broader informant network have proven invaluable in investigating these crimes. Several investigations into the serious crimes of gang members in Gloucester County during 2011 and into 2012 have been successfully resolved through intelligence sharing and maximizing cooperative law enforcement efforts.

One high impact investigative initiative was the development of an intelligence watch list comprised of Gloucester County's "worst of the worst" criminals. This list was developed after recognizing that a relatively small percentage of criminals are responsible for a large percentage of pervasive and violent criminal activity within Gloucester County. It was also determined that high ranking gang members in Gloucester County were highly effective recruiters and pose a significant threat to at-risk juveniles living in high crime areas in Gloucester County. This list of Gloucester County's 50 most high risk offenders was developed through comprehensive research, input from municipal intelligence liaisons, and intelligence obtained from confidential sources. This list was constantly in a state of growth as individuals were arrested and new targets were developed. Individuals on the list were run for arrest warrants on a weekly basis and were also evaluated to determine if they had any weak links. These weak links were targeted as part of this initiative as well. The basic principle of this target oriented enforcement strategy was to conduct short term, high impact enforcement operations against the targeted individuals identified on the watch list with the goal of minimizing their time on "the street" and suppressing their criminal activities and influence in the community. The list was intended to identify, target, disrupt, and arrest criminal offenders identified on the watch list and has thus far fulfilled this intention. This innovative strategy has resulted in the arrests of forty-three (43) of Gloucester County's most violent offenders and/or high ranking gang members. In addition to the numerous arrests of gang members and violent/habitual offenders, a tremendous amount of intelligence has been gathered from these individuals upon their apprehension. Numerous informants have been cultivated resulting in additional investigative leads and a growing list of potential targets. The arrest operations were conducted with the assistance of the Gloucester County Prosecutor's Office FIU, the US Marshals Service,

the FBI Violent Gang Task Force, and intelligence liaisons at various municipal police departments throughout Gloucester County.

We will also be enlisting the assistance and expertise of prosecutors into our program. We have found that keeping the highest risk offenders off the street will result in limiting their chances for committing additional crimes, but also significantly reduces their influence in the community. Low bails, a sluggish legal process, and lenient plea bargaining have resulted in gang members and repeat violent offenders being back on the street sooner and more often. We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. This integration has proven to be invaluable and its exploitation will be a major factor in providing part of the solution to keeping gang members and violent criminals off the street.

3. PROJECT GOAL(S), OBJECTIVES, AND ACTION STRATEGY

A. Project Goal(s)

The ultimate goal of the initiative will be to reduce violent crime in Gloucester County. Under the umbrella goal of reducing violent crime will be supplementary goals such as successfully targeting violent gang members and repeat criminal offenders, increasing gun seizures, rapidly suppressing identified gang activity, streamlining the legal process for high risk offenders, and maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence. The accomplishment of these goals will undoubtedly lead to a higher quality of life for the citizenry of Gloucester County.

B. Objectives

1. Successfully target violent gang members and repeat criminal offenders: The GGNTF will work in conjunction with all law enforcement agencies participating in the anti-gang mission in Gloucester County to identify and target the most criminally active and violent gangs, gang members, and gang associates who have committed or are most likely to commit acts of violence. Narcotics trafficking remain the business of choice for most gang members in Gloucester County. This illicit activity is typically targeted by task force members to begin an investigation. Targets will be designated prior to the beginning of an operation. Once the target is selected, members of the GGNTF will work in conjunction with other law enforcement agencies and use all resources at their disposal to assist in their investigative efforts. Short term investigations that are likely to cause a significant and disruptive effect in the criminal community will be engaged in as often as possible. These investigations are likely to yield more strategic and long term investigations that will facilitate targeting high priority gang members by other investigative approaches. Intelligence collection, collation, and dissemination will be critical to objective driven gang/violent crime investigations.

2. A cooperative effort will be made to review and analyze all available data to identify, assess, and manage the risks of the most violent gangs and gang members: The GGNTF will target the high threat gang members through the use of weak links, surveillance, informants, warrant enforcement, strained gang member relationships, and other investigative measures. Prevention strategies that are successful are likely to result in exposing the target's vulnerabilities. Exposing the target's vulnerabilities is likely to lead to weakening the gang and potentially opening new investigations into the gang. This objective will be conducted immediately and will be ongoing. The number of investigations opened and arrests of violent offenders or gang members by task force members are outputs that will be measured. These statistics will be monitored monthly to determine the effectiveness of this strategy in meeting the objective. Staff assigned will be all task force members and their municipal police department liaison partners.
3. Increasing gun seizures: Targeting violent offenders and gang members who are known to carry weapons is a top priority of the task force. It is no surprise that narcotics trafficking, gang activity, and firearms all go hand in hand. In addition to full scale investigations targeting an individual known to carry a firearm or traffic in firearms, fugitive operations targeting felons who have committed a crime involving a firearm or are known to carry firearms will be the highest priority. Identifying offenders known to carry firearms will be the first step. Investigations will be meticulously put together by task force officers in order to maximize the chances of removing illegal firearms off the street. The goal of this objective will be ongoing and all task force staff will be assigned. Gun seizures will be monitored on a monthly basis. These numbers can be compared to past seizure statistics to assess productivity.
4. Rapidly suppressing gang activity: The GGNTF will suppress gang-related violence through comprehensive and cooperative enforcement strategies with Gloucester County police departments and other County, State and Federal agencies. We will work synergistically to identify and target the most criminally active violent offenders, gangs, gang members and associates, gun distributors and narcotics dealers, who have committed or are most likely to commit acts of violence. This will be accomplished through the use of a county wide "early warning" system. This system functions through information sharing at all levels of the law enforcement intelligence collective in Gloucester County. Once any form of gang activity is identified, it is immediately reported to the Gloucester County Prosecutor's Office. Information can come from a school, the county jail, an informant, or a concerned citizen. Once it is corroborated, immediate action will be initiated by task force members to develop a tactical solution to the problem. This will be instituted immediately and all task force personnel will be assigned. The amount of tips, leads, investigation initiated, and arrests made can be monitored to determine a tangible output.
5. Streamlining the legal process for violent offenders and gang members: We will be closely monitoring targeted criminal offenders as they progress through the

legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. Completing this objective will begin immediately. In addition to task force personnel, one assistant prosecutor will be assigned to assist in accomplishing this objective. The number of violent offenders/gang members that are screened is the primary means to measure an outcome. Another means would be to determine the efficiency in terms of time from arrest to conviction of a targeted offender.

6. Maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence: Intelligence gathering and information sharing has proven vital to successfully identifying and targeting violent gang members, violent criminal offenders, illegal firearms dealers, and narcotics traffickers. The advent of the Gloucester County Prosecutor's Office Intelligence Unit has established a system in which information sharing is maximized and set up a foundation for our intelligence led policing initiative. The Intelligence Unit is comprised of Gloucester County Prosecutor's Office staff and also a team of hand-picked intelligence liaisons. The liaisons are all sworn law enforcement personnel that represent each of Gloucester County's municipalities, the Gloucester County Sheriff's Department, and the Gloucester County Jail. The Infoshare intelligence computer program and other databases represent the technical means by which information is gathered, analyzed, collated, cataloged, and disseminated as finished intelligence to law enforcement users in the field. The backbone of our intelligence led threat assessments is the formation of clear lines of communication and cooperative relationships with the law enforcement agencies we work with.

Through the use of various computer databases that have been tailored to meet the needs of our intelligence led policing initiative, the documenting, cataloguing, and monitoring of gangs and gang members is made possible. The establishment of the team of intelligence liaisons that are all inputting real time gang related data into a computer system that is shared by all the liaisons and the Gangs, Guns, and Narcotics Task Force facilitates a reliable, detailed, accurate, and up to date inventory on gangs and their members operating in Gloucester County. This inventory provides law enforcement with the means to prioritize their anti-gang operations. The gang inventory is fluid and always changing as gang membership increases, members are incarcerated, or move to other counties or states. We stay vigilant and often work closely with our neighboring counties. Intelligence sharing agreements between the Gloucester County Prosecutor's Office and other out of county agencies have been established and will increase. We have exponentially increased our working relationship with the Gloucester County Jail. This has opened up a huge information channel and has increased our ability to collect intelligence on gang members and violent crime. Two detectives are assigned full time to the Intelligence Unit and there are currently twenty-four (24) intelligence liaisons assigned to the Gloucester County Intelligence Team.

MANAGEMENT STRUCTURE

Supervision of Gangs, Guns and Narcotics Task Force

- A. Sergeant Danielle Lo Russo is assigned as the Commander of the Task Force and Project Director. Sgt. Lo Russo has been a police officer for nineteen (19) years, having served three (3) years with the Cape May County Prosecutor's Office and sixteen (16) years with the Gloucester County Prosecutor's Office.

- B. Sergeant Charles Landi is assigned as the Deputy Commander of the Task Force. Sgt. Landi has been a police officer for twenty three (23) years, having served eight (8) years with the Gloucester County Sherriff's Department. He has been with the Gloucester County Prosecutor's Office for fifteen (15) years.

Grant Funded Staff

- A. Paul Colangelo – Senior Assistant Prosecutor
Employed with Gloucester County Prosecutor's Office since March 18, 2002, assigned to the Task Force on August 30, 2004, and he remains in that position.

- B. Charles Landi – Sergeant, Deputy Commander.
Started on March 26, 1998 and remains in that position.

- C. Patrick Goggin – Detective
Started on February 16, 2010 and remains in that position.

- D. Celeste Keen – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since November 1, 1988. Assigned as the Task Force Trial Aide on February 27, 2000 and retired in January 2012 from that position.

- E. Joanne Eichenberg – Task Force Legal Secretary
Employed with the Gloucester County Prosecutor's Office since November, 1999. Assigned as the Task Force Legal Secretary on January 1, 2008 until September 14, 2011.

- F. Janann Salvati – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since August of 1989. Assigned as the Task Force Trial Aide on January 2012 and remains in that position.

- G. Nancy Perez – Task Force Legal Secretary
Employed with the Gloucester County Prosecutor's Office since November, 1999. Assigned as the Task Force Legal Secretary on September 14, 2011 and remains in that position.

Other non-Grant Funded Staff consists of:

- 1 Assistant Prosecutor
- 6 Gang Investigators / Detectives
- 2 Municipal Police Officers

The job descriptions for the above positions are on file with the County of Gloucester - Human Resources Department.

Advisory Group: The County Prosecutor has established an Advisory Group to assist in establishing priorities for investigations by the Gloucester County Gangs, Guns, and Narcotics Task Force, recommending local police officers for assignment to the Task Force, and evaluating the degree of participation of various agencies or individuals in the Gloucester County Gangs, Guns, and Narcotics Task Force operations that result in the seizure of assets, which may be shared on forfeiture. The Advisory Group consists of a Senior Assistant Prosecutor, the Chief of Detectives, the First Assistant Prosecutor and the Commander of the Gloucester County Gangs, Guns, and Narcotics Task Force. This group also receives valuable input from its meetings with the Gloucester County Police Chiefs Association.

Municipal Liaison Officers: The Gloucester County Gangs, Guns, and Narcotics Task Force has developed a list of municipal liaison officers. These liaison officers, as well as other local officers from Gloucester County, State and Federal agencies, comprise the Gloucester County Investigator's Association. The Association will meet on a monthly basis or as needed. This Association was created to discuss a variety of needs between the various law enforcement agencies, to enhance inter-agency cooperation, and the exchange of violent crime, gang and narcotic information.

| <u>Municipality</u> | <u>Name</u> |
|-----------------------------|---------------------------|
| Clayton | Det. Lauren Franklin |
| Franklin Twp. | Det. Tim O'Donnell |
| Westville | Det. Erik Hibbs |
| Gloucester County Sheriff's | Sgt. Donald Gentile |
| Woolwich Twp. | Inv. TJ Daniels |
| Greenwich Twp. | Det. Bill Leash |
| East Greenwich Twp. | Sgt. Charles Barone |
| West Deptford Twp. | Sgt. Sean McKenna |
| Deptford Twp. | Sgt. George Johnson |
| Paulsboro | Inv. Gary Kille |
| Glassboro | Det. Dave Rey |
| Washington Twp. | Det. Leo DiPietro |
| Elk Twp. | Inv. Ed Gonnelli |
| Pitman | Inv. Owens |
| Mantua Twp. | Sgt. Burt Brucker |
| Newfield | Ptln. Kevin Przybyszewski |
| Wenonah | OIC Sgt. William Rogers |
| Woodbury | Inv. William Palese |
| Woodbury Hgts. | Inv. Gary Krohn |

Monroe Twp.
Harrison Twp.
Logan Twp.
Rowan University

Det. Dan Riggins
Chief Tom Mills
Det. Marie Frye
Det. Kevin Fennel

On-Loan Officers: In the past, the Gloucester County Gangs, Guns, and Narcotics Task Force has been the host for officers "On Loan" to the Task Force from various municipalities. The "On Loan" officers' length of stay with the Gloucester County Gangs, Guns, and Narcotics Task Force may vary from six months to one year. Several of the Municipal Liaison Officers were previously "On Loan" to the Task Force. The experience gained while assigned to the Task Force is extremely beneficial to the officer, their agency, and the Task Force. We currently have two "On Loan" officers assigned to the Task Force. Several other municipalities have expressed a recent interest in assigning officers to the Gloucester County Gangs, Guns, and Narcotics Task Force.

EVALUATION

The Gloucester County Gangs, Guns, and Narcotics Task Force will submit quarterly programmatic progress reports as requested to the Division of Criminal Justice. The Gangs, Guns, and Narcotics Task Force will also implement a county-wide protocol involving law enforcement, county correctional institutions, and the schools to track violent crime and gang-related activities and report the data to the Gangs, Guns, and Narcotics Task Force for threat assessment purposes and planning. The Gangs, Guns, and Narcotics Task Force will meet periodically to coordinate additional data collection and analysis; information which will be used to plan proactive and reactive law enforcement operations in support of lowering violent crime and gang-related activity and improving the quality of life for all Gloucester County residents. In addition, there will be cooperative interaction with the Statewide Gangs, Guns and Narcotics Task Force to evaluate data through evaluation forms and quarterly narrative and quantitative reports.

Budget Detail Form

| COST ELEMENT | Grant Funds | Match | Project Total |
|---|-------------|-------|---------------|
| D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL CONSUMABLE SUPPLIES | \$0 | \$0 | \$0 |

| E. Facilities, Office Space, Utilities (calculate Monthly Project Cost & show cost allocation method) | Grant Funds | Match | Project Total |
|---|-------------|-------|---------------|
| Rent (in budget narrative, indicate square footage and cost per square foot) | | | |
| Telephone (land line) | | | |
| Utilities (in budget narrative, specify utility) | | | |
| Other (specify) | | | |
| Other (specify) | | | |
| Other (specify) | | | |
| TOTAL FACILITIES | \$0 | \$0 | \$0 |

Budget Detail Form

| COST ELEMENT | Grant Funds | Match | Project Total |
|---|-------------|-------|---------------|
| F. Equipment (List and explain in attached budget narrative; calculate per unit cost) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL EQUIPMENT | \$0 | \$0 | \$0 |

| G. Indirect Cost Rate (State Agencies Only) | Grant Funds | Match | Project Total |
|---|-------------|-------|---------------|
| | | | |
| | | | |
| TOTAL | \$0 | \$0 | \$0 |
| TOTAL PROJECT COSTS | \$76,723 | \$0 | \$76,723 |

BUDGET NARRATIVE
COUNTY GANG, GUN AND NARCOTICS TASK FORCES
JAG 1-8TF-11
July 1, 2012 – June 30, 2013

A. SALARIES & WAGES

Regular Pay

To partially fund salaries for five (5) members of the unit staff; one assistant prosecutor, two detectives and two support staff. Salaries for these employees are based upon CWA and PBA contracts. Due to the drastic decrease in grant funds the County has agreed to fund the difference in salaries on a temporary emergent basis, however future County funding remains uncertain.

| <u>Employee</u> | <u>Annual Salary</u> | <u>State Funds</u> |
|--|----------------------|--------------------|
| Sergeant C. Landi | \$107,298 | \$18,000 |
| Det. Patrick Goggin | \$90,666 | \$18,000 |
| Sr. A/P P. Colangelo | \$97,441 | \$18,000 |
| Paralegal Specialist Janann Salvati | \$64,233 | \$5,723 |
| Secretary N. Perez | \$47,631 | <u>\$12,000</u> |

Subtotal \$64,723

Overtime

To reimburse municipal police departments for overtime incurred by their "on loan" officers that are participating with our Multi-jurisdictional Gang, Gun, and Narcotics Task Forces. Municipalities are reimbursed at their normal overtime rate. Any remaining funds will be used to reimburse overtime incurred by the above employees at their normal overtime rate.

Subtotal \$12,000

Total \$76,723

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

Multi-Jurisdictional Gang, Gun and Narcotics Task Forces

for a federal subgrant in the approximate amount of \$ 76,723, with the Subgrantee providing a match of \$ 0 (if applicable), for an approximate total project cost of \$ 76,723.

This application consists of the following additional attachments for all applicants:

1. Project Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies), and
8. Federal Financial Accountability and Transparency Act Information Form.

For nonprofit applicants, this application consists of the following additional attachments:

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. Applicable Licenses, Certifications and Permits,
4. Single Audit, Form 990-Income Tax Return or audited financial statements,
5. Accounting System and Financial Capability Questionnaire,
6. Audit Requirements Form,
7. Income Sources Form,
8. Applicable list of Officers/Directors/Trustees,

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director reviewed the contents of the application, it is accurate, and certify that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

County of Gloucester

Grant # JAG 1-8TF-11

Subgrantee

Freeholder Director

Signature of Authorized Official

Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Robert M. Damming

Printed Name of Authorized Official

Signature of Project Director

Danielle LoRusso

Printed Name of Project Director

Date

[rev'd 04/2012]

CERTIFICATION FORM

Recipient Name and Address: County of Gloucester, 2 South Broad Street, Woodbury, NJ 08096
Grant Title: Multi-Jurisdictional GGNTF Grant Number: JAG 1-8TF-11 Award Amount: \$76,723
Contact Person Name and Title: Robert DiLella, Clerk of the Board Phone Number: (856) 853-3271

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

| | | |
|------------------------------|-----------|------|
| Print or type Name and Title | Signature | Date |
|------------------------------|-----------|------|

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robert M. Damminger **[responsible official]**, certify that the Freeholder Director **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 C.F.R. §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Clerk of the Board **[organization]**, at 2 South Broad Street, Woodbury, NJ 08096 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Robert M. Damminger, Freeholder Director

| | | |
|------------------------------|-----------|------|
| Print or type Name and Title | Signature | Date |
|------------------------------|-----------|------|



THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular Letter) will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et seq.*, which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. §201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal

[General Conditions rev'd 12/2011]

expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection

Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is

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a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.

21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
24. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
25. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

26. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
27. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
28. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
29. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
30. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
31. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530
For additional information visit DOJ OIG's website at www.justice.gov/oig.

e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish)

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32. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
33. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
34. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
35. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
36. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
37. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
38. Subgrantee agrees to maintain annual Central Contractor Registration (CCR) registration with the federal government at <http://www.ccr.gov/> and maintain a current Data Universal Numbering System (DUNS) number. A Subgrantee may not receive a subaward unless it has provided a DUNS number.

39. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

State Conditions

40. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
41. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
42. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
43. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Letter

Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

44. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
45. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
46. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
47. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
48. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
49. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
50. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable

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federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

51. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
52. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
53. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
 - d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
54. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in

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a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
55. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
56. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
57. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
58. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
59. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:

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- i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
- i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
60. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
61. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
62. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when

applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

63. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
64. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
65. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular Letter 11-05-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
66. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
67. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, Woodbury NJ 08096

2. Application Number and/or Project Name:

JAG 1-8TF-11

3. Grantee IRS/Vendor Number 216000660

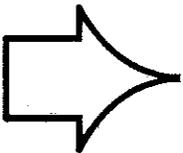
4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC



RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) TO THE STATE OF NEW JERSEY FOR A MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES GRANT, JAG 1-8TF-11, FOR THE PERIOD JULY 1, 2012 TO JUNE 30, 2013, IN THE AMOUNT OF \$76,723.00

WHEREAS, there exists a need in the County of Gloucester for the continuation of services by the Gloucester County Prosecutor's Office as part of the Gangs, Guns and Narcotics Task Forces; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds relative to said program; and

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

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$76,723.00, for the period of July 1, 2012 to June 30, 2013.

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

1. The Director of the Board is hereby authorized to execute any and all documents relative to the hereinabove referenced grant application with the State of New Jersey, Dept. of Law and Public Safety, Division of Criminal Justice, for the Edward Byrne Memorial Justice Assistant Grant (JAG) for a Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces Grant by the Gloucester County Prosecutor's Office as part of the Gang's, Guns and Narcotics Task Force, for the period July 1, 2012 to June 30, 2013.
2. 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 additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester

2. City: Woodbury 3. State: NJ 4. Zip + 4: 08096-4604
(www.usps.com/zip4/)

5. Congressional District (Agency main office) (2 digits) (01 – 13): 01, 03 6. County: Gloucester
(<http://www.govtrack.us/congress/findyourreps.xpd>)

7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362247

8. Location of Primary Place of Performance of Project (if different than above). Enter the **ONE** location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: _____ State: _____ Zip + 4: _____

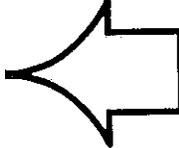
Congressional District (2 digits) (01 – 13): _____ County: _____

9. Central Contractor Registration Completed (<http://www.ccr.gov/>): Yes: No: _____

If No, please explain: _____

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (<http://www.cqsh.com/cqsh/SECdeterminationofNamedExecutiveOfficers.pdf>)

| <u>Officer Name</u> | <u>Total Compensation</u> |
|---------------------|---------------------------|
| #1 _____ | _____ |
| #2 _____ | _____ |
| #3 _____ | _____ |
| #4 _____ | _____ |
| #5 _____ | _____ |



11. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____

4. Award Title: _____

5. Award Number: _____

6. Transaction Type: _____ 7. CFDA Number: _____

8. Program Source: _____

F2

**RESOLUTION AUTHORIZING AN AMENDMENT OF CONTRACT TO REFLECT
CHANGE OF CORPORATE STATUS**

WHEREAS, the County of Gloucester entered into a contract with TTMS, INC. (The Total Mailing System), concerning services in the mailing of sample ballots for the Primary, General, Special and all School Board Elections; and

WHEREAS, TTMS, INC. has elected to not continue operations and Contemporary Graphics, Inc. has agreed to be responsible for some of the contracts and for retaining certain employees; and

WHEREAS, Contemporary Graphics, Inc., has represented to the County of Gloucester that it will complete the contract and perform the services in mailing the sample ballots in accordance with the contract dated January 18, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby acknowledges that Contemporary Graphics, Inc. will complete the contract of TTMS, Inc. in accordance with the terms and conditions of that contract, which will be modified to read Contemporary Graphics, Inc. in lieu of TTMS, Inc. All other provisions of the contract will remain in full force and effect.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

ACKNOWLEDGEMENT OF CONTEMPORARY GRAPHICS, INC.

WHEREAS, TTMS, Inc. has decided that it is no longer doing business; and

WHEREAS, Contemporary Graphics, Inc. has agreed to be responsible for certain contracts, specifically the contract with the County of Gloucester to continue the services of mailing the sample ballots for the Primary, General, Special and all School Board Elections, in accordance with the contract with TTMS, Inc. dated January 18, 2011; and

WHEREAS, all other provisions of the contract will remain the same, except Contemporary Graphics, Inc. will be substituted in for TTMS, Inc.; and

WHEREAS, the County of Gloucester has been advised that Contemporary Graphics, Inc. will assume all duties and responsibilities of the contract that TTMS, Inc. entered into with the County of Gloucester and will adhere to the contract signed by the County of Gloucester and TTMS, Inc. and said contract will now read Contemporary Graphics, Inc., which contract is dated January 18, 2012.

WHEREAS, all other provisions of the contract will remain the same.

ATTEST:

Contemporary Graphics, Inc.

By:
Title:

Date:

RESOLUTION EXTENDING A CONTRACT WITH ASPLUNDH TREE SERVICE CO. FOR A PERIOD OF ONE (1) YEAR FOR TRIMMING AND/OR REMOVAL OF TREES FOR AN AMOUNT NOT TO EXCEED \$84,000.00

WHEREAS, a contract for trimming and/or removal of trees within the County was previously awarded to Asplundh Tree Service Co., as per PD 010-047 with offices at 708 Blair Mill Road, Willow Grove, PA 19090; and

WHEREAS, the Director of the Department of Parks and Recreation has recommended a one (1) year extension to the existing contract: and

WHEREAS, the extension is for a minimum contract amount of zero and a maximum amount of \$84,000.00 for the term of one year from August 18, 2012 to August 17, 2013 as described in the bid specifications PD 010-047; and

WHEREAS, 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; and

WHEREAS, all terms and provisions of the previously executed Contract will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester authorizes the extension of the contract for a period of one (1) year to the contract with Asplundh Tree Service Co. for trimming and/or removal of trees within the County for an amount not to exceed \$84,000.00; and the County Purchasing Director is directed to so inform Asplundh Tree Service Co.; and

BE IT FURTHER RESOLVED, that before any purchase be made pursuant to the aforesaid contract, a certification shall 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, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND MANTUA FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES

WHEREAS, the Township of Mantua (“Township”), located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for the Butterfly Park in the Chestnut Branch and other possible projects; and

WHEREAS, the County of Gloucester (“County”) employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested the County make its Landscape Design Architect available to the Township for the provision of such services for the Township; and

WHEREAS, the County and the Township desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the “Act”); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement made by and between the County of Gloucester and the Township of Mantua for the provision of landscape consultation services by the County’s Landscape Design Architect for a landscape design for the Butterfly Park in Chestnut Branch Park, and other possible projects.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE TOWNSHIP OF MANTUA
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 11th day of July 2012, by and between the **Township of Mantua**, a body politic and corporate of the State of New Jersey (hereinafter the “Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Township, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design project for the Butterfly Garden in the Chestnut Branch Park, and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested that County make its Landscape Design Architect available to the Township for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Township; and

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a landscape design for the Butterfly Park in the Chestnut Branch Park, and other possible projects in the Township.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like will be provided by the Township. The parties agree that the Township is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Township intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Township hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Township and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Township represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Township shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The Township agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Township and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the

laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of July 11, 2012 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

SHAWN MENZIES, TOWNSHIP
CLERK

PETER SCIRROTTO, MAYOR

RESOLUTION AUTHORIZING EXECUTION OF THE 2012 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FOR AN AMOUNT NOT TO EXCEED \$126,047.00, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012

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

WHEREAS, the County of Gloucester does agree to provide certain financial support to the Cooperative Extension Programs as in the past, by the payment of certain salaries of persons employed to present the programs and manage the services; and

WHEREAS, the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) of Rutgers and the County of Gloucester have confirmed their agreement in a certain Memorandum of Understanding authorized and executed in 2007; and

WHEREAS, it is necessary and appropriate on an annual basis for the Rutgers Cooperative Extension, also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) and the County of Gloucester to execute an annual Salary Agreement describing the extent of the financial support of the County of Gloucester; and

WHEREAS, the provision of the services provided by the programs are beneficial to the residents of Gloucester County; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or services rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the 2012 Salary Agreement (attached hereto) between Rutgers Cooperative Extension, *a/k/a* Rutgers New Jersey Agriculture Experiment Station (NJAES) Division of Rutgers, The State University of New Jersey, and the County of Gloucester for an amount not to exceed of \$126,047.00, for the period from January 1, 2012 to December 31, 2012.

BE IT FURTHER RESOLVED before any purchase be made and/or services rendered 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, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

2012 COUNTY SALARY AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
RUTGERS COOPERATIVE EXTENSION
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This agreement made between Rutgers Cooperative Extension, headquartered at the New Jersey Agricultural Experiment Station, part of Rutgers, The State University of New Jersey, hereinafter called RCE, party of the first part, and the County of Gloucester, hereinafter called COUNTY, party of the second part, beginning this the 1st of January, 2012.

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

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

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

- b. The County will pay the amounts listed on the attached Salary Addendum, estimated at \$126,047 for the period of January 1, 2012 to December 31, 2012 for employees listed on the salary addendum (* see paragraph C for comments regarding funding for the Program Associate in Agriculture and Resource Management). Should employment of any person in a RCE position cease, RCE will request to utilize the remaining COUNTY funds for part-time temporary employee(s) in the programmatic area(s) in Gloucester County with agreement to be indicated in writing.
- c. RCE will bill the COUNTY in quarterly installments for an anticipated total of \$49,493 for reimbursement for the salary of the Program Associate in Agriculture and Resource Management. In addition, the COUNTY will continue to pay the additional \$9,996 towards the actual annual salary. RCE will provide 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals.
- d. The COUNTY will pay the agreed upon amounts listed on the attached Salary Addendum via payroll check directly to each employee. RCE will provide the balance of salary amount via University payroll check directly to each employee.

This annual salary and wage agreement is meant to provide each party with simplified personnel and payroll administration for RCE faculty and staff and is not intended to alter the terms of the Memorandum of Understanding between the parties, the enabling federal and state legislation, nor the accepted county relationships established for these employees (*i.e.*, unclassified county employee status, supervision of county paid staff, driving county vehicles, liability coverage, *etc.*). This agreement may be renewed by both parties on an annual basis with the completed and authorized copy to be returned to RCE by June 15th of each year. All terms and provisions of the Memorandum of Agreement made by and between the parties and dated _____ of _____, 2012, which are consistent with this Agreement shall remain in full force and effect.

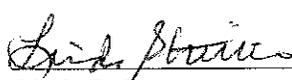
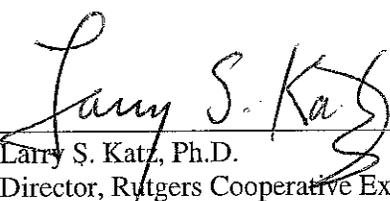
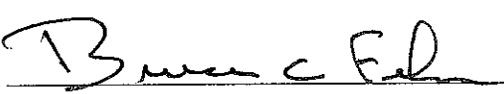
COUNTY OF GLOUCESTER

ATTEST:

| | | | |
|---------------------|---------------|---------------------|---------------|
| _____ Signature | _____ Date | _____ Signature | _____ Date |
| _____ Print Name | | _____ Print Name | |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

ATTEST:

| | | | |
|--|------------------------|---|------------------------|
| <u></u> Linda Strieter County Extension Department Head | <u>6/5/12</u> Date | <u></u> Larry S. Katz, Ph.D. Director, Rutgers Cooperative Extension | <u>5/14/12</u> Date |
| | <u>5/23/12</u> Date | <u></u> Bruce Fehn Sr. Vice President for Finance and Administration | |

Encl.

2012 COUNTY SALARY AGREEMENT

**SALARY ADDENDUM
FOR GLOUCESTER COUNTY**

| RCE EMPLOYEE | RCE TITLE | PROJECTED 2012 SALARY | RCE SHARE OF SALARY | COUNTY SHARE OF SALARY |
|------------------------------|--|-----------------------------|------------------------|------------------------------|
| Strieter, Linda | County Extension Department Head and 4-H Senior Program Coordinator | \$71,168 | \$48,218 | \$22,950 |
| Frecon, Jerome | Agricultural Agent | \$143,505 | \$132,266 | \$11,239 |
| Cummings, Mary | Program Associate, Agriculture and Resource Management* | \$59,489 | \$0 | \$59,489 |
| Hughes, Luanne | Family & Community Health Sciences Educator | \$87,402 | \$64,732 | \$22,670 |
| Infante-Casella, Michelle | Agricultural Agent | \$92,501 | \$82,802 | \$9,699 |
| TOTAL | | \$454,065 | \$328,018 | \$126,047 |

(*) see page 2, paragraph C for comments regarding funding for this position.

2012 GLOUCESTER COUNTY PERSONNEL LISTING

| RCE EMPLOYEE | RCE TITLE (COUNTY title) |
|---------------------------|---|
| Strieter, Linda | County Extension Department Head & 4-H Senior Program Coordinator |
| Vacant | Secretary, Agriculture (Clerk Typist) |
| Vacant | Secretary, RCE (Clerk Typist) |
| Infante-Casella, Michelle | Agricultural Agent |
| Cummings, Mary | Program Associate, Agriculture and Resource Management * |
| DeFrance, Sheron | Secretary, Agriculture |
| Frecon, Jerome | Agricultural Agent |
| Hansen, Bernice | FCHS, Secretary (Senior Clerk Typist) |
| Harrelson, Fran | Community Assistant, Supplemental Nutrition Assistance Program |
| Heaton, Louella | Community Assistant, Supplemental Nutrition Assistance Program (10-month) |
| Hughes, Luanne | Family & Community Health Sciences Educator |
| Johnson, Rashema | Community Assistant, Supplemental Nutrition Assistance Program |
| Metz, Mary Ann | Program Assistant, 4-H |
| Savoca, LeeAnne | Program Associate, Family & Community Health Sciences (part-time, type 4) |
| Schreiter, Elaine | Secretary, 4-H |
| Schmitt, David | Program Associate, Tree Fruit IPM |
| Suydam, Tammy | Program, Assistant, 4-H |
| Waters, Sylvia | Program Associate, Supplemental Nutrition Assistance Program |

(*) see page 2, paragraph C for comments regarding funding for this Program Associate position.