

MINUTES

7:30 p.m. Wednesday, June 20, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the closed session minutes from May 2, 2012.

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

Comments: N/A

46737 Recognizing Gloucester County 4-H Members' Artwork Chosen for Stationery of Rutgers Equine Science Center (to be presented) (Taliaferro).

46738 Proclamation in Recognition of Kingsway Regional High School student A'Leah Horace-Tyson for her heroic life-saving action in 2012; Senior Kelsey Dominik named as the New Jersey Gatorade Softball Player of the Year; and Kingsway Regional High School Softball Team, Winners of the NJSIAA South Jersey Group III championship (to be presented) (Chila).

46739 Proclamation - Kingsway Regional High School, Dedication Ceremony on May 18, 2012 in Honor of Naming their Varsity Baseball Field after our Fallen Hero Marine Captain Ryan Iannelli (previously presented) (Chila).

46740 Proclamation to Honor and Welcome home Private First Class Matthew Rutter from his deployment in Afghanistan on Sunday, May 20, 2012 (previously presented) (Chila).

46741 Proclamation in Recognition of Quishanah Davis recipient of the 2012 Paulsboro High School Brotherhood Award on May 18, 2012 (previously presented) (Chila).

46742 Proclamation recognizing June as Hunger Awareness Month (presented at a later date) (Nestore).

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

46743 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF TWO LITIGATION MATTERS ENTITLED COUNTY OF GLOUCESTER v. AMERICAN ATLANTIC COMPANY, DEVELCOM FUNDING , LLC; DEVELCOM REALTY, LLC; DEVELCOM MANAGEMENT COMPANY, LLC; WEEKS MARINE, INC.; WELLS FARGO & COMPANY; THE WILLIAMS COMPANIES, INC., PEPCO HOLDINGS, INC.; STATE OF NJ, DOCKET NO. BUR-L-3641-09.

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

Comments: N/A

46744 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, WILLIE CARROLL v. GLOUCESTER COUNTY, CLAIM PETITION NO. 2006-9063; AND, REDUCING THE WORKERS' COMP LIEN IN THE MATTER OF DOMINICK CAMA, v. GLOUCESTER COUNTY, CLAIM PETITION NO. 2009-27511.

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

Comments: N/A

46745 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		12-04549 12-03728 12-03839
Wallace			X	P. 147, 149	
Chila	X		X		
Simmons		X	X		12-04497 12-04943 12-05271
Barnes			X		12-05374 12-05274 12-03873 12-04190
Taliaferro			X		
Damminger			X		

Comments: N/A

46746 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Special Child Health – Case Management - \$167,373.00
2. Workforce Investment Act - \$1,770,220.00
3. Senior Farmers Market Nutrition Program - \$1,000.00
4. Megan's Law - \$8,678.00

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

Comments: N/A

46747 RESOLUTION TO REAPPOINT ALBERT FRATTALI AND ROBERT WOOTON TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT.

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

Comments: N/A

46748 RESOLUTION AUTHORIZING PROCUREMENT OF VENDING MACHINES AND SERVICES FOR COUNTY BUILDINGS.

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

Comments: N/A

46749 RESOLUTION SUPPORTING SENATE PRESIDENT SWEENEY'S PROPERTY TAX RELIEF PLAN.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46750 RESOLUTION AUTHORIZING A CONTRACT TO WASTE MANAGEMENT OF NEW JERSEY, INC., FOR REFUSE REMOVAL FOR AN AMOUNT NOT TO EXCEED \$130,000.00, FOR THE TERM OF TWO YEARS FROM THE DATE OF THE AWARD.

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

Comments: N/A

46751 RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH ASPHALT PAVING SYSTEMS FOR THE SUPPLY OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FOR A PERIOD OF ONE (1) YEAR FOR AN AMOUNT NOT TO EXCEED \$40,000.00.

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

Comments: N/A

46752 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH GOOD DEAL LIFETIME TRANSMISSIONS FOR TRANSMISSION OVERHAUL SERVICES ON COUNTY VEHICLES FROM AUGUST 4, 2012 TO AUGUST 3, 2014 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

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

Comments: N/A

46753 RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED TO PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.

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

Comments: N/A

46754 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SERVICES FOR AT-RISK YOUTH THROUGH THE YOUTH ONE-STOP, FOR AN AMOUNT NOT TO EXCEED \$323,000 FROM JULY 1, 2012 TO JUNE 30, 2013, WITH THE OPTION FOR A ONE YEAR RENEWAL.

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

Comments: N/A

46755 RESOLUTION EXTENDING OF A CONTRACT WITH COOPER WILBERT VAULT CO., INC. FOR A PERIOD OF TWO (2) YEARS TO SUPPLY GRAVE OPENING SERVICES FOR THE GLOUCESTER COUNTY VETERANS MEMORIAL CEMETERY.

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

Comments: N/A

46756 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 54.28, LOTS 2.10 & 3.01 IN WASHINGTON TOWNSHIP FROM PHILLIP C. WEBB AND LINDA TOKLEY FOR THE TOTAL AMOUNT OF \$25,700.00 FOR ENGINEERING PROJECT #06-01FA.

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

Comments: N/A

46757 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01 WITH ZONE STRIPING, INC. IN THE AMOUNT OF -\$1,050.00 REGARDING ENGINEERING PROJECT 10-01FA.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

46758 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A MINI GRANT IN THE AMOUNT OF \$1,000.00 TO DEFRAY COSTS OF THE SENIOR FARMER'S MARKET PROGRAM FROM JUNE 1, 2012 TO SEPTEMBER 30, 2012.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

46759 RESOLUTION AUTHORIZING THE PURCHASE OF HARDWARE MAINTENANCE SERVICES FROM IBM, THROUGH WSCA CONTRACT #A70265, IN AN AMOUNT NOT TO EXCEED \$26,000.00, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

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

Comments: N/A

46760 RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE CONTRACT #53804, IN AN AMOUNT NOT TO EXCEED \$300,000.00, FROM JUNE 1, 2012 TO MAY 31, 2013.

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

Comments: N/A

46761 RESOLUTION AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

46762 RESOLUTION AUTHORIZING FILING OF AN APPLICATION TO NJ TRANSIT AND THE U.S DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER THE FEDERAL TRANSIT ACT (FTA) TO RECEIVE FY'2013 SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF \$212,994.00.

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

Comments: N/A

46763 RESOLUTION AUTHORIZING FILING OF AN APPLICATION TO NJ TRANSIT, FOR THE FY'2013 SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT GRANT FUNDS, IN ACCORDANCE WITH THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT, AS AMENDED.

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

Comments: N/A

46764 RESOLUTION AUTHORIZING FILING OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE VETERANS TRANSPORTATION GRANT, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF \$33,000.00.

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

Comments: N/A

46765 RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

46766 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT NUMBER: JAG 1-20-09, IN THE AMOUNT OF \$8,678.00, FROM APRIL 1, 2012 TO MARCH 31, 2013.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

46767 RESOLUTION AUTHORIZING A NONEXCLUSIVE USE AGREEMENT OF JAMES G. ATKINSON PARK TO PET SAVERS, A NONPROFIT CORPORATION, FOR AN EVENT CALLED "WOOF WASH" ON JULY 29, 2012 WITH A RAIN DATE OF AUGUST 5, 2012.

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

Comments: N/A

46768 RESOLUTION ESTABLISHING PUBLIC HEARING DATE OF JULY 25, 2012 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 6, LOT 1 & BLOCK 4, LOT 1 IN THE BOROUGH OF SWEDSBORO WITH OPEN SPACE PRESERVATION TRUST FUNDS.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 8:17 PM

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

Comments: N/A

**HONORING
THE WASHINGTON TOWNSHIP "LIGHTNING" U-15 CLUB SOCCER TEAM
FOR ITS OUTSTANDING PERFORMANCE
DURING THE 2012 SEASON**

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Washington Township "Lightning" U-15 Club Soccer Team for its outstanding efforts in the sport of soccer, especially during the 2012 season; and

WHEREAS, the Washington Township "Lightning" U-15 Club Soccer team in an entirely home grown team from Gloucester County that has played together from U-8 through its current U-15 level; and

WHEREAS, the Washington Township "Lightning" U-15 Club Soccer Team won the New Jersey State Cup in the US Youth National Championship Series State Cup Championship, finishing with a five win, no loss record and went on to compete in the Region One Tournament- World Cup Format in Lancaster, PA; and

WHEREAS, the members of the Washington Township "Lightning" U-15 Club Soccer Team are Louis Armstrong, Zachary Burns, Justin Curtin, Cody Geisser, Quinn Grossman, Garret Hoagland, Robert Horch, Tyler Logar, Derek MacKinnon, Daniel Marino, Edward McCusker, Sean McLaughlin, Kyle Millar, Ricky Nelson, Alex Noel, Burak Ozdemir, Louis Vilotti and Nathan Weaver; and

WHEREAS, under the capable guidance of Coaches Matt Driver and Chad Vilotti and assistants Andy Logar, Ed McCusker and Nick Antonini, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate the Washington Township "Lightning" U-15 Club Soccer Team for its outstanding performance during the 2012 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 25th day of July, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

ORDINANCE

AN ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO PROVIDE THAT PARKING AT COUNTY PARKING LOT D, DELAWARE AVENUE AND LUPTON AVENUE IN WOODBURY, BE OPEN TO THE GENERAL PUBLIC

WHEREAS, there is in force and effect a County Ordinance regulating the parking of vehicles at County-owned parking lots in various locations within the County, authority for which is pursuant to N.J.S.A. 39:4-201 and N.J.S.A. 29:4-197; and

WHEREAS, attached to and a part of such Ordinance is Schedule "A", which contains the specific regulations and/or restrictions for each individual County parking lot; and

WHEREAS, presently, parking at Parking Lot D, located at Delaware Avenue and Lupton Avenue in Woodbury, is restricted to employees and to the public doing business in County buildings; and

WHEREAS, the County desires to make parking at Parking Lot D available to the general public; and

WHEREAS, in order to do so, it is necessary to amend Schedule "A" of the Ordinance to state: "Parking Lot D - Delaware Avenue and Avenue - Open to the general public;" and

WHEREAS, this Ordinance, previously adopted on September 19, 2007, is hereby amended accordingly; and

WHEREAS, each and every other provision of the Ordinance remains in full force and effect;

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

1. That the County of Gloucester, through its Department of Building and Grounds, shall determine for each County parking lot the appropriate regulations that pertain to such parking lot, including the times during which motor vehicles may be parked, the specific areas of the lot on which no vehicles may be parked; and the specific parking lots and spaces which shall be designated for restricted parking as set forth in Schedule "A", which is attached to this Ordinance.
2. Pursuant to N.J.S.A 39:4-198, signs shall be posted prominently at each parking lot informing motorists of the parking hours and other restrictions pertaining to such parking lot as described in Schedule "A". Said signs shall also inform motorists of the appropriate fine or penalty for violation of any such restriction, including that if motor vehicles are left on parking lots before or after or otherwise inconsistently with the parking restrictions, or if they shall be parked in "no parking" areas, said motor vehicles will be towed; and
3. The Gloucester County Sheriff, and the police department of any municipality in which a County parking lot is located, is hereby authorized to enforce said parking regulations and to provide for the towing of motor vehicles by companies to whom towing contracts shall be awarded by the County of Gloucester; and
4. Parking between the hours of midnight and 6:00 a.m. is prohibited in every County parking lot.
5. In addition to having one's motor vehicle towed, unless another penalty is expressly provided by New Jersey statute, every person convicted of a violation of any prohibition or restriction as established by this Ordinance or any supplements thereto, as described in Schedule "A", shall be liable to a penalty of not less than \$50 or more than \$150.

6. Nothing contained in this Ordinance shall be construed to in any way limit the authority of the Gloucester County Sheriff, the local municipal police departments or any other law enforcement entity from acting to appropriately discharge their law enforcement duties with regard to any activity, event or other occurrence on, in or around County parking lots and buildings.
7. Consistent with the provisions of N.J.S.A. 40:48-2.54, the County of Gloucester, through the Department of Buildings and Grounds, shall develop a schedule of towing and storage rates to be charged to owners or operators of motor vehicles towed from County parking lots. The rates shall be based on the usual customary and reasonable rates of operators towing and storing motor vehicles in the County. The schedule may be the schedule established by the Division of Consumer Affairs and the New Jersey Department of Law and Public Safety. Said schedule of fees shall be incorporated into this Ordinance by reference and considered to be a part of this Ordinance; and
8. Further consistent with N.J.S.A. 40:48-2.54, the County of Gloucester, through the Department of Buildings and Grounds, shall implement a procedure to receive complaints and resolve disputes arising from the towing and storage of motor vehicles pursuant to this Ordinance; and
9. This Ordinance, as amended, shall take effect upon passage and consistent with the procedures applicable to adoption and implementation of County ordinances.

INTRODUCED and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on **July 25, 2012**, and will be considered for second reading and final passage on **August 8, 2012** at 7:30 p.m. in the ceremonial court room located at Broad and Delaware Streets in Woodbury, Gloucester County, NJ, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to second reading a copy of this Ordinance shall be posted on the bulletin board in the Gloucester County Courthouse and copies shall be made available at the Clerk of the Board's Office for members of the general public who shall request copies. In addition, this Ordinance shall be published in its entirety, or by title, or by title and summary in the County's official newspaper, which publication shall be made at least one week prior to the time fixed for second reading and final passage.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

Schedule "A"

Restrictions for Gloucester County Parking Lots

Woodbury:

- Parking Lot A – County Bldg/Court House - Restricted to employees and handicap parking for public doing business at County buildings.
- Parking Lot A1 – At rear of Surrogate Building - Restricted to employee parking.
- Parking Lot B – Smallwood & Wood Streets - Restricted to employees and public doing business at County buildings.
- Parking Lot C – Wood Street - Restricted to employee and public doing business at County buildings.
- Parking Lot D - Delaware Avenue and Lupton Avenue - Open to the general public
- Parking Lot E – Parking Garage/Cooper Street - Open to the general public.
- Parking Lot F –Euclid Street & Hunter Street - Restricted to employees and public doing business at County buildings.
- Parking Lot G – 115 Budd Boulevard - Restricted to employees and public doing business at County buildings.

Washington Township:

- Parking Lot H - Holly Avenue - Restricted to employees and public doing business at County buildings.
- Parking Lot I – Social Services Building, Hollydell Avenue - Restricted to employees and public doing business at County buildings.
- Parking Lot J - Atkinson Park, Delsea Drive & Bethel Mill - Employee and Open to Public.
- Parking Lot K - 5 Points/County House Road - Restricted to employee and public doing business at County buildings.
- Parking Lot L Senior Services, Fries Mill Road - Restricted to employee and public doing business at County buildings.

Clayton:

- Parking Lot M - Clayton Complex, Delsea Drive - Restricted to employee and public doing business at County buildings.
- Parking Lot N - Scotland Run Park, Academy Street - Employee and Open to Public.

Deptford:

- Parking Lot O - Supt. of Schools, Tanyard Road - Restricted to employees and public doing business at County buildings.

Gibbstown:

- Parking Lot P- Greenwich Park, Tomlin Station Road - Employee and Open to Public.

Mantua:

Parking Lot Q - Herbert Building, Blackwood-Barnsboro Road - Restricted to employee and public doing business at County buildings.

Monroe Township:

Parking Lot R - Veteran's Cemetery, South Tuckahoe Road - Restricted to employees and public doing business at County buildings.

National Park:

Parking Lot S - Red Bank Battle Field, Hessian Avenue - Employee and Open to Public.

Pitman:

Parking Lot T- Pitman Golf Course, Pitman Road - Employee and Open to Public.

Overnight Parking:

Parking between the hours of midnight and 6:00 a.m. is prohibited at all County parking lots.

AI

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF THE LITIGATION MATTER ENTITLED JULIA BROE, Individually, and as Administratrix Ad Prosequendum of the ESTATE OF ANDREW STOSNY, DECEASED v. GLOUCESTER COUNTY, ET AL, CASE NO. 1:11-CV-00132_RMB-AMD

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

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

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

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *July 25, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the litigation matter captioned Julia Broe, Individually, and as Administratrix Ad Prosequendum of the Estate of Andrew Stosny, Deceased V. Gloucester County, et al, Case No. 1:11-CV-00132-RMB-AMD.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, July 25th, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

RESOLUTION TO AUTHORIZE SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, HOWARD ABRAMS v. GLOUCESTER COUNTY, C.P. NO. 2009-15671, IN THE AMOUNT OF \$3,500.00 IN ATTORNEY FEES AND \$90.00 FOR STENOGRAPHIC FEES

WHEREAS, the Petitioner, Howard Abrams, filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel reached a proposed resolution of the matter, said proposal having been received by the Court for reasonableness; and

WHEREAS, Petitioner has received all necessary medical treatment and conclusion of the pending claim necessitates the County's approval and authorization of payment in the amount of \$3,500 in attorney fees and \$90 for stenographic fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim filed by the Petitioner, Howard Abrams is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Total Amount</u>	<u>Event</u>
Howard Abrams	2009-15671	\$3,590.00	Inmate altercation

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A3

RESOLUTION AUTHORIZING EXPENDITURE OF SURPLUS FUNDS FROM SETTLEMENT OF THE MATTER OF SANDRA WILSON KING v. GLOUCESTER COUNTY, ET AL, TO BE UTILIZED FOR CAPITAL IMPROVEMENTS AT THE COUNTY JAIL

WHEREAS, a class action lawsuit regarding strip search practices of pre-trial detainees was brought against the County of Gloucester, wherein Sandra King Wilson and Joseph DePietro were representative members of the class, Sandra King Wilson and Joseph DePietro v. Gloucester County, et al, Docket #06-cv-01368 (JEI) (AMD), United States Federal District Court for the District of New Jersey; and

WHEREAS, the class action settlement was approved by the Court in February, 2009, and by resolution adopted July 8, 2009, the County approved and authorized its participation in the settlement; and

WHEREAS, there exists surplus funds resulting from this litigation matter due to the number of claimants coming forward, prompting the Court to order the utilization of \$77,033.23 in residual settlement proceeds; and

WHEREAS, the County must determine expenditures in a manner which will benefit prisoner welfare in the Gloucester County Jail; and

WHEREAS, the specific expenditures are suggested and set forth as follows:

- | | |
|--|-------------|
| 1. Removal of all flooring tiles in the inmate living areas: | \$30,000.00 |
| 2. Replace storage system for inmates' personal belongings and clothing: | \$ 7,000.00 |
| 3. Purchase Intellisense Blood Pressure monitor with mobile stand: | \$ 1,047.75 |
| 4. Purchase BpTRU BPM with stand: | \$ 1,140.36 |
| 5. Replace all lighting fixtures in jail pods: | \$37,845.12 |

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the expenditures set forth herein above are authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

A4

**RESOLUTION AUTHORIZING CERTIFICATION OF
THE ANNUAL AUDIT FOR THE YEAR 2011**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the 2011 has been filed by a Registered Municipal Accountant with the Clerk of the Board of Freeholders pursuant to N.J.S.A. 40A:5-4, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board had promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality and county shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Local Finance Board to show evidence of said compliance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

**ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR**

ROBERT N. DiLELLA, CLERK

AS

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JULY 2012**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending July 20, 2012; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending July 20, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending July 20, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending July 20, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

Alc

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$354,184.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the *New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness - Other Expenses*;
- (2) The sum of **\$7,756.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Area Planning Grant, to be appropriated under the caption of the *New Jersey Department of Health and Senior Services Area Planning Grant - Other Expenses*;
- (3) The sum of **\$169,648.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Victims of Crime Act Grant, to be appropriated under the caption of the *New Jersey Department of Law and Public Safety Victims of Crime Act Grant - Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A7

**RESOLUTION AUTHORIZING CONTRACT WITH
DECOTIIS, FITZPATRICK & COLE, LLP FOR TAX ATTORNEY
SERVICES FOR LARGE SCALE AND COMPLEX FACILITIES
IN AN AMOUNT NOT TO EXCEED \$150,000.00,
FROM JULY 11, 2012 TO JULY 10, 2013**

WHEREAS, there is a need for Tax Attorney services to assist in the resolution or defense of outstanding complex tax appeals regarding various property types; and

WHEREAS, this includes large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long-Term Care facilities and various other special use properties; and

WHEREAS, the County of Gloucester requested proposals from interested providers, via RFP #012-032, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, determined that DeCotiis, Fitzpatrick & Cole, LLP, with an address of 500 Frank W. Burr Blvd., Ste. 31, Teaneck, NJ 07666, submitted the most qualified and advantageous proposals to provide such Tax Attorney services; and

WHEREAS, the contract shall be awarded for the period July 11, 2012 through July 10, 2013, for an amount not to exceed \$150,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for the provision of Tax Attorney services for large scale and complex facilities as set forth in the County's RFP #-12-032, is hereby awarded to DeCotiis, Fitzpatrick & Cole, LLP, for a one-year period, for an amount not to exceed \$150,000.

BE IT FURTHER RESOLVED before any purchase be made or service 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 or service, 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 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
DECOTIIS, FITZPATRICK & COLE, LLP**

THIS CONTRACT is made effective the _____ day of _____, 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 **DeCotiis, Fitzpatrick & Cole, LLP**, with offices at Glenpointe Centre West, 500 Frank W. Burr Blvd., Suite 31, Teaneck, NJ 07666, hereinafter referred to as "**Attorney**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services for Large Scale & Complex Facilities in connection with Gloucester County Tax Appeals for municipalities within the County, as more particularly set forth in **RFP-012-032**; 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, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning July 11, 2012 and concluding July 10, 2013.
2. **COMPENSATION AND BILLING.**
 - A. Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$150,000.00. Attorney shall be paid an hourly rate of \$175.00 (Attorney) and \$150.00/hr. (Non-Equity Partner) for all such services.
 - B. It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Attorney's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.
 - C. Attorney 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.

D. 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 Attorney 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.

E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:

- a. Date of Service
- b. Name of attorney providing service
- c. Amount of time spent on service
- d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay.

F. In house conferences between two or more attorneys of the same firm shall be limited to reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only.

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file.

H. For attendance at meetings, if two attorneys from the same firm attend, the County should only be billed for one attorney's attendance (unless the County specifically requests more than one attorney to attend these meetings).

I. All bills of service are subject to review by the County for reasonableness.

3. **DUTIES OF ATTORNEY.** Services shall include, but not be limited to: (a) On an as-needed basis prepares, reviews and opinions on tax-related projects; (b) Assists in reviews and updates of official statements associated with all tax matters; (c) Perform all tasks related to assigned tax appeals at Tax Court, including investigation, discovery, court appearance, pleadings preparation, etc.; (d) Provide legal advice and assistance to the governing body, the Office of County Counsel, and the County Office of Assessment; (e) Perform all other tasks as required by the County Office of Assessment; (f) Attend meetings of the Board of Chosen Freeholders when requested; and (g) Counsel may also be called upon to provide other types of legal services of a specialized nature; and other specified duties as set forth in the County's RFP-012-032 and Attorney's responsive proposal dated May 14, 2012, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-012-032, this contract shall prevail.

Attorney agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP documents.

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

A. Attorney 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. Attorney 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. Attorney 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 Attorney or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney 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 Attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Attorney will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Attorney's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Attorney agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Attorney 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, Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP-012-020, where is specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney 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 Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.** Attorney shall, if applicable to the services to be provided, maintain general liability, Attorney's malpractice insurance, 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Attorney 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 Attorney, 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. **COMPLAINT WITH 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.

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

20. **CONFLICT OF INTEREST.** Attorney 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.** Attorney 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, RFP-012-032 issued by the County of Gloucester and Attorney's responsive proposal dated March 21, 2012, all of which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and RFP-012-032, then this contract shall prevail. If there

should occur a conflict between this Contract or RFP-012-032 and Attorney's responsive proposal, then this Contract or RFP-012-032, as the case may be, shall prevail.

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. DI LELLA, CLERK
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

DECOTIIS, FITZPATRICK & COLE, LLP

**By: JOSEPH M. DECOTIIS, ESQ.
Title: Managing Partner**

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-12-032 Tax Attorney Services (Complex Facilities)-DeCotiis, FitzPatrick & Cole, LLP

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very large firm with seventy-three (73) Attorneys. This is a full service practice with a specialty in Tax and Real Estate matters. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> The firm has listed various engagements including the New Jersey Turnpike Authority as well as many Jersey Townships regarding Tax litigation. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> The plan submitted describes the actual requirements listed in the RFP. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal 125.00/ hr. for Associate, 150.00 / hr. for Non-Equity Partner and 175.00 / hr. for Partner. County will be responsible for court filings, copying, and postage at cost. <u>20</u> points</p>	<p style="text-align: center;">17</p>
<p>TOTALS</p>	<p style="text-align: center;">92</p>

A8

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2012 TO AUGUST 2, 2013 IN AN AMOUNT NOT TO EXCEED \$200,000.00

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

WHEREAS, the County of Gloucester has a need to purchase computer software for the County of Gloucester; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said computer software from Dell Marketing, L.P., with offices at 850 Asbury Drive, Buffalo Grove, IL 60089, in an amount not to exceed \$200,000.00 from August 3, 2012 to August 2, 2013, through State contract No. A77003; and

WHEREAS, the contract shall be for estimated units of service, in 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 this contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer software and licensing fees for the County of Gloucester from Dell Marketing, L.P. in an amount not to exceed \$200,000.00 through the State Contract Number A77003; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$6,082.00 FOR THE GRANT PERIOD JULY 1, 2010 TO JUNE 30, 2011

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on September 1, 2010, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2010 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,297,050.00; and

WHEREAS, subsequent Resolutions were adopted increasing the total Contract amount on February 2, 2011 in the amount of \$18,236.00; February 16, 2011 in the amount of \$50,000.00; and April 16, 2011 in the amount of \$35,294.00; and October 5, 2011 decreasing the amount by \$777.00; and December 21, 2011 transferring of funds between two federal programs; and

WHEREAS, due to a decrease in available Workforce Learning Link funds, it is necessary to reduce said contract in the amount of **\$6,082.00**, resulting in the following estimated funds for the grant period July 1, 2010 to June 30, 2011:

WIA Adult	\$ 394,365.00
WIA Youth	\$ 451,732.00
WIA Dislocated Worker	\$ 671,347.00
Work First NJ	\$ 1,725,747.00
Workforce Learning Link	\$ 38,500.00 (44,582-6,082)
WIA Title II	\$ 58,500.00
WDPP	\$ 18,236.00
Interdepartmental Funds	\$ 35,294.00
Total	\$ 3,393,721.00

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

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the Contract Amendment and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2010 through June 30, 2011 consistent with this Resolution.

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 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B1

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract
PY 2010 Funds**

WIB Area: Gloucester
DUNS #: 957362247

Plan No. ET-08-PY-10
Mod No. 5

A. Grant Recipient: (Name & Address)
County of Gloucester
County Building Box 337
Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Damming
Legal Entity Status: Public
Federal Employer ID#: 21-6000-660

B. State Grantor/Department
Harold J. Wirths, Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone #:
Anthony Ferrera, Director (609) 984-2477
Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel #: 856-384-6934

Work First NJ Operating Entity:
Same
Contact:
Tel #:

D. Funding Levels by Source:

WIA / FEDERAL FUNDS:
Adult: 394,365
Youth: 451,732
Dislocated Worker: 671,347
DPN Initiative: 0
Post TANF Funds: 0
WLL (Federal Funds): 58,500
Add'l Federal Funds: 0

STATE FUNDS:
Work First NJ: 1,725,747
WIB Admin: 0
WDP: 18,236
WLL (State Funds): 38,500
Bus. Dev. Initiative: 35,294
Add'l State Funds: 0

Federal TOTAL: \$1,575,944

State TOTAL: \$1,817,777

Contract TOTAL: \$3,393,721

The contract period for these funds is July 1, 2010 to June 30, 2011.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: <u>Robert M. Damming</u>	Name: <u>Rosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature: _____	Signature: _____	Signature: _____
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date: _____	Date: _____	Date: _____

B2

**RESOLUTION AUTHORIZING A CONTRACT WITH ST. JOHN OF
GOD COMMUNITY SERVICES, FROM JULY 1, 2012 TO JUNE 30, 2013
IN AN AMOUNT NOT TO EXCEED \$160,000.00 WITH THE COUNTY
RESERVING A TWO YEAR RENEWAL OPTION**

WHEREAS, the County of Gloucester, a designated workforce investment area, pursuant to the Workforce Investment Act of August 1998 along with guidelines created by the Work First New Jersey TANF Program has a need to provide Alternative Work Experience Programs (AWEP) for Temporary Assistance to Needy Families (TANF), and General Assistance/Supplemental Nutrition Assistance Program (GA/SNAP) participants; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that St. John of God Community Services, made the most advantageous proposal; and

WHEREAS, compensation for the aforesaid services shall be in an amount not to exceed \$160,000.00, from July 1, 2012 to June 30, 2013, with the County holding the option of a two year renewal, pursuant to the proposal submitted by the Vendor in response to RFP#12-034; 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 service 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; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S. 19:44A-20.4; 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 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 Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and St. John of God Community Services to provide training of at-risk youth students in various disciplines, from July 1, 2012 to June 30, 2013, with the County holding the option for a two year renewal an amount not to exceed \$160,000.00 for the initial contract period; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M, DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BQ

**CONTRACT BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st 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 **ST JOHN OF GOD COMMUNITY SERVICES**, 1145 Delsea Drive, Westville Grove, NJ, 08093, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of an Alternative Work Experience Programs (AWEP), short term job training, and job placement services for Temporary Assistance to Need Families (TANF), and General Assistance/Supplemental Nutrition Assistance Program (SNAP) participants; 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. 19:44A-20.4; 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 a one year contract effective July 1, 2012 to June 30, 2013 with the County reserving an option to renew for an additional two years.

2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in Attachment A and B, which is attached hereto and made a part of this contract, in an amount not to exceed **\$160,000.00** per year, condition upon state funding and approval of the County budget.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in "Program Specifications" which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract. Expenditures shall conform to the Budget Justification described in Attachment A or such budget revisions submitted by the Contractor to and authorized in writing by the Department.

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. **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 coverage, 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. **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.
14. **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.
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. **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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:
- Sec. 306- Clean Air Act (42 USC 1857(h))
 - Sec. 508- Clean Water Act (33 USC 1368)
 - Environmental Protection Regs. 40CFR Part 15
 - Energy Policy and Conservation Act 89 Stat.891
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **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.
21. **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.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **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 1st 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:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ST. JOHN OF GOD COMMUNITY SERVICES

**MUNCIE BUCKALEW,
EXECUTIVE DIRECTOR**

ATTACHMENT A-1

- A. The Contractor agrees to provide **an Alternative Work Experience program (AWEP), Skills Training, job placement services along with job retention services for one year (attachment A-2 for details)**. The Contractor agrees to provide the above services to 70 **Work First New Jersey Program participants who reside in Gloucester County New Jersey**.
- B. The Contractor agrees to provide said services **beginning July 1, 2012 until June 30, 2013 for the amount not to exceed \$160,000.00 (Attachment B for Program Budget)**.
- C. The Contractor agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of the Contractor. The County will be held harmless as pertains to legal fees and the costs of suit. The Contractor agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- D. The County hereby agrees to be bound by all rules and regulations now in effect with the Contractor and likewise the Contractor hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- E. As this is a **Cost reimbursement Contract**, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10th of each month for reimbursement**.
- F. **Program Workflow:** The Gloucester County One-Stop Career Center will refer Work First New Jersey participants to the St. John of God Community Services (SJOGCS) Alternative Work Experience Program (AWEP) located at 1145 Delsea Drive, Westville, NJ 08093. The hours of operation is offered 5 days a week from 8:30 am to 4:30 pm. Contact person: Jerry Knast 856-848-4700 x 112. Referrals to the program from the Case Managers to Bernadette Drew, CWEP Coordinator at GCOSCC will take place every day depending upon slot availability. Ms. Drew will contact the provider to set up appointment for participants. Participants will be notified by Ms. Drew of interview date and time. Ms. Drew will contact St. John of God community Services for follow-up purposes. **In addition, customer outreach will be required by SJOGCS. Prior to activity starting, SJOGCS will contact customer via phone and document that contact. (SEE A-2 for more instructions). Once customer is established at the site, the provider will take attendance by using the e-time sheets.** If necessary, GCOSCC will provide training on the use of e-time sheets. It is recommended that individual folders/reports be created by the vendor by the 3rd day of the program. If a participant is enrolled in the program and does not show by the 3rd day, the attendance sheets must document this and forwarded to their case manager at the GCOSCC.

ATTACHEMT A-2

From St. John of God Community Services in Response to RFP#12-34-AWEP Training Proposal

1) Executive Summary

The Gloucester County Board of Chosen Freeholders under advisement from the RFP Review Team recommended the awarding of the **RFP#12-34-Job Search/ Job placement for Work First New Jersey participants to include TANF, GA/SNAP Proposal to St. John of God Community Services**. SJOGCS Alternative Work Experience Program (AWEP) will provide avenues for occupational training individuals with barriers to employment by way of Group Work Experience Projects (GWEP) in one of the 11 following areas: customer service, library aide/assistant, food services, day care, special education, environmental services, materials management, transportation assistant, maintenance worker, clerical services and human resources worker. As an AWEP provider, they will provide 35 training slots in a revolving admission process (open entry-open exit enrollment) which approximately 70 people will be trained during the grant period. The agency has the ability to train 35 individuals at one time, in one of eleven different training programs. Each of these training programs has a maximum amount of individuals it can train at any one time. Placement in a particular training program will be based on the individual's employment objectives and availability. SJOGCS will collaborate with the Archbishop Damiano School, a private school for the disabled, in the training individuals as special education classroom assistants, library aides and cafeteria workers.

The AWEP will include a combination of four components: Customer Outreach, primarily by telephone along with follow-up by mail will be emphasized; second, each day will include Basic Life Skills training for two hours. Third, five hours daily of Group Work Experience projects (GWEP). GWEP will be performed within 4 buildings totaling 120,000 square feet on 36 acres of agency or school property at either the main campus in Westville Grove or at the satellite location in Pittsgrove. Fourth, all AWEP participants, as part of their GWEP, will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and our agency staff and management will be communicating regularly with the customer's Case Managers and the CWEP coordinator at the One-Stop. They will discuss strategies to develop and apply for positions that suit the AWEP participant's employment objectives. Once unsubsidized employment is found, agency job coaches will work with the participant to ensure success on that job or they will help them to find alternative job placement. The AWEP program's main objective is to provide training

to individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis. Once unsubsidized employment is found, the agency job coach will work to ensure success on that job or to help find alternative job placement. The AWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis. Participation in the AWEP will not exceed nine months of any WFNJ participant.

2) Program Mission and Goals

The mission of St. John of God Community Services' Alternative Work Experience Program (AWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life. The mission of SJOGCS directly correlates to the goals of the Work First New Jersey (WFNJ) program because both programs stress the need for individuals to become self-sufficient.

Using the GCOSCC as a referral source for AWEP participants, the goal is to enroll approximately 70 program participants during the grant period. Participants can choose amongst a variety of programs including: customer service, library aide/assistant, food services, environmental services, materials management, day care, clerical skills, transportation assistant, maintenance worker, special education or human services worker training. Training is based upon the participant's job placement goals.

St. John of God Community Services will meet or exceed the following benchmarks:

- 1) 80% or more of AWEP participants complete the Life Skills and Group Work Experience Projects;
- 2) 80% or more of AWEP participants are placed into unsubsidized employment;
- 3) 75% or more of AWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

3) Program Detail

St. John of God Community Services is a private, non-profit, non-sectarian, 501 (c)(3) educational and human services organization that serves individuals with disabilities from birth through adulthood. Their services have existed in Westville Grove, New Jersey since 1967; however, they are part of a world-wide health services organization (150 centers in 49 countries) that has been in existence for over 500 years. St. John of God Community Services have proven to be leaders in educating and assisting individuals with disabilities to reach their potential and to contribute positively

to their communities on both local and international levels. They have two campuses: the main campus in Westville Grove and the satellite campus in Pittsgrove. The agency operates a private school for the disabled called Archbishop Damiano School, as well as, an integrated community day care facility, vocational rehabilitation program, a restaurant, and an early intervention program. It is their plan to utilize our existing programs and resources to help a population who needs specialized training in order to find and maintain lasting employment.

St John of God Community Services will include all of the following services:

- Customer Outreach
- Basic Skills
- Group Work Experience Projects
- Management of Participant background checks
- Transportation as necessary
- Job Search Assistance
- Job Placement

Customer Outreach

To meet the criteria concerning the outreach component for WFNJ participants, it is SJOGCS plan, once the form "How Can We reach You Contact" is sent to SJOGCS by the One-Stop, to contact the customer via the telephone. It is understood that the One-Stop will send St. John of God Community Services the How Can We Reach You Contact Form prior to the start of the activity. This contact form will include the client's name, address and telephone number and preferred time to call. After the One-Stop initiates the first reminder telephone call to the customer, St. John of God Community Services will also phone the participant to remind them their activity is about to begin. If the customer is a no show for the first day of the activity, St. John of God community Services will initiate the second Outreach phone call, (plus mail a post card) to customer to determine if "good cause" for absence. SJOGCS will also notify the One-Stop Case Manager in writing documenting attempted outreach and failure of customer to attend if without good cause.

In addition, if a customer attends day one then is absent, St. John of God Community Services will initiate a second Outreach Phone Call as well to customer and if second absence, St. John of God Community Services will also notify One-Stop Case Manager in writing documenting initial outreach attempt and failure of customer to attend without good cause.

Basic Life Skills

St. John of God Community Services will be the provider of the life skills component of the

Alternative Work Experience Program (AWEP). Life skills training will take place in a conference room, which will become a classroom for AWEP individuals, at the main campus located in Westville Grove. It is their plan to run an open entry/open exit program that can serve approximately 70 individuals in any 12 month period.

In order to prepare the participants for the world of work, they will conduct life skills training from 2:30 p.m. to 4:30 p.m. or 9:00 am to 11:00 am, Monday through Friday. This component of the program will total 10 hours per week.

The participants will be referred to the agency from the Gloucester County One-Stop Career Center (GCOSCC). The AWEP participants can have different starting dates, however, when enrollment has reached 30 individuals, St. John of God Community Services will not accept any new participants in the AWEP program until someone has either completed or left the program.

SJOGCS will provide an employment specialist to act as the instructor of the life skills training for 2 hours per day. The employment specialist will be responsible for curriculum development and attendance reporting. **Attendance reports will be provided to the GCOSCC on a weekly basis via e-time sheets.** The employment specialist will also be expected to create detailed lesson plans which will be reviewed and approved by the program administrator.

The curriculum will be directed towards learning and understanding the expectations of employers in the world of work. Subjects will consist of the following core components:

- 1) Goal Setting and Achievement – Teaching individuals how to set reasonable and attainable goals, money management
- 2) Workplace habits – Understanding workplace etiquette, standards of hygiene, proper work attire, utilizing public transportation
- 3) Communication – Building communication skills with managers and co-workers, understanding the need for interpersonal skills, avoiding gossip, resume writing, letter writing, interviewing skills
- 4) Self-esteem – Demonstrating ways that program participants can feel better especially through continuous employment, stressing positives, how personal life can affect self-esteem and employment.
- 5) Basic functional academic skills – developing of writing and math skills.

St. John of God Community Services will provide a very structured setting for the Life Skills training. Attendance reports will include lateness and absences from the program. Projects and team work will be a large component of the Life Skills program. Teaching the group to function as a team is key. This will reinforce communication skills and interpersonal skills necessary to be successful in

any job. Positive reinforcement will be given to those who demonstrate good attendance behaviors. It is their intention to create a fun atmosphere that participants will enjoy so that they will continue to attend the program on a daily basis and enable the program to meet its benchmark objectives. As an incentive to attend the program SJOGCS will be providing a \$10/day gift card stipend for each day the participant attends the program, but only after their fingerprint and background checks have been cleared.

Supervision of the program will be handled by the Life Skills employment specialist and the program administrator. The program administrator or the Life Skills employment specialist will attend the monthly meetings held at the GCOSCC and ensure that attendance reports are sent timely. Referrals to the program will be made to the program administrator.

As part of Life Skills training, participants will work with the Life Skills employment specialist to review job opportunities and prepare them for interviews. This will ensure that at the end of the six month training cycle they are ready for competitive community employment.

Group Work Experience Projects

Group Work Experience Projects (GWEP) will be the main focus of the Alternative Work Experience Program (AWEP). St. John of God Community Services, along with their collaborator, Archbishop Damiano School, will be service providers for the program. The training experience will take place at either the main campus in Westville Grove or at the satellite location in Pittsgrove. These campuses have 36 acres of combined grounds and 120,000 square feet of buildings. For all training programs the training projects will take place beginning at 8:30 a.m. and continue until 2:30 p.m. There will be a half-hour break for lunch. (GWEP of 5 hours daily for a total of 25 hours weekly). For environmental services, training will take place beginning at 11:30 am and continue to 4:30 pm.

GWEP will consist of 11 different training opportunities: customer service, library aide/assistant, food services or cafeteria worker, environmental services worker, day care assistant, special education assistant, transportation assistant, maintenance worker, clerical services and materials management worker. Each opportunity is designed for a maximum of 9 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the coordinator at the Gloucester County One-Stop Career Center (GCOSCC). They will tailor the program placements to the participant's employment objectives.

St. John of God will train a maximum of 35 individuals at any one time. In order to achieve optimum results, the following training program maximums should be observed: 3 slots for customer service, 2 slots for library aide/assistant, 4 slots for food services (Granada Room), 4 slots for food services (cafeteria in Archbishop Damiano School), 2 slots environmental services, 3 slots day care, 1

slot materials management, 4 slots special education assistants, 3 slots in transportation, 2 slots in maintenance services, 2 slots clerical services, and 5 slots human resources worker.

New participants will not be accepted in a training program that currently has the maximum amount of 30 trainees until an AWEPP participant has completed their training or dropped out of the program, or found gainful employment in the community.

As a motivational tool, AWEPP participants will receive a maximum gift card stipend of \$50 per week. This stipend will be paid on the following Tuesday of every week the participant is active in the program. The stipend will be prorated for days missed from the program or holidays. The stipend will not be given for any absences.

Customer Services Training

St. John of God Community Services has a central hub reception area in its St. John of God Center. This is where the main telephone switchboard is located as well as the front desk where visitors have to sign in and get nametags. They have a maximum of 3 slots available to train AWEPP individuals on Customer Services, Customer relations, Information Desk Skills, Telephone Switchboard and Public Address System in addition to work with fax machines, copier and telecommunications device for the deaf (TDD). Each participant will be trained in Hospitality Skills of welcoming and greeting visitors as well as how to provide direction, information and referral to appropriate offices, staff members and programs. This is training in transferable skills to not only other human service agencies and schools, but also for eventual placement in retail stores or other places of business such as office suites or medical centers. The Customer Services training program will be supervised by the agency receptionist.

Library Aide/Assistant Training

The Library Aide/Assistant Training Program will be supervised by the St. John of God Community Services Curriculum Coordinator/Teacher and the Classroom (Library) assistant. The 2 AWEPP slots for this training program will be offered in collaboration with Archbishop Damiano School, the special education facility located on the campus that shares a parking lot with St. John of God Community Services Center.

The Library Aide/Assistant Training Program will involve interaction with special education students and their teacher in terms of checking out and/or returning books and other multi-media material. Training will also involve ordering materials, cataloging purchases, labeling, data entry into the database, stacking books, and assisting with special library events such as an annual Book Fair that is open to the public. Basic computer skills will be taught in relation to the job duties. This training should prepare persons with barriers to employment to obtain competitive employment in either public

or private libraries and/or curriculum centers.

Food Services Training

St. John of God Community Services operates the Granada Room Restaurant on its main campus in Westville Grove, as well as a school cafeteria across the parking lot in the Archbishop Damiano School (ADS). There is a maximum of 4 slots available in the Granada Room Restaurant and 4 slots available in the ADS cafeteria.

The food services training program consists of six core components with varying training lengths depending on the level of difficulty. They are as follows:

- 1) Utility worker – dishwashing and pot washing – 4 weeks of training
- 2) Dining room attendant – wait staff, bussing - 4 weeks of training
- 3) Food service worker/short order production worker – express line service, salad bar prep, short order prep – 4 weeks of training
- 4) Cook's assistant – hot food prep, satellite meal prep, serving – 4 weeks of training
- 5) Cashier – 4 weeks of training
- 6) Receiver/storage attendant – stock/vending – 4 weeks of training

Each program participant will pass through each component for the training minimums listed above which total 24 weeks. Duration of training rotations can and will be adjusted depending upon the participant's skill level up to a maximum of 26 weeks of total training.

The food services training program will be supervised by the food services trainer and the program administrator. The food services trainer will be responsible for reporting on the daily attendance and the monthly progress reports of the participants to the employment specialist. The food services trainer along with the Life Skills employment specialist will also provide feedback as necessary to the coordinator at the GCOSCC.

The Granada Room restaurant also trains people with disabilities. Also, their collaborator, Archbishop Damiano School (ADS), is a private school for the disabled. AWEP program participants will work side by side with the trainees with disabilities. They will also interact with students with disabilities in ADS. This interaction will help both populations to realize their employment objectives by encouraging one another. AWEP participants will see how well adults and students with physical and mental disabilities cope with day to day issues, their outstanding work ethic, kindness and reliability.

Environmental Services Training

The environmental services training program will be supervised by the environmental services manager. The environmental services training program will take place at either the main campus in

Westville Grove or at the satellite location in Pittsgrove. There are 4 large buildings, including the Archbishop Damiano School, on approximately 27 acres of land in Westville and 1 large building on approximately 6 acres in Pittsgrove. The total square footage of all buildings is 120,000 square feet. Much of the training will be in Westville, but periodically, training will take place in Pittsgrove. Projects will vary from day to day, but will be designed to teach key environmental services skills. There are 2 slots open for training in this program.

The environmental services program will be project oriented. Trainees will work on projects that will teach skills necessary to be successful in environmental services. Examples of projects include: painting, landscaping, interior and exterior cleaning, and minor repairs to plumbing and lighting.

The training will last for nine months. As part of Basic Life Skills training, participants will work with an employment specialist to determine job placement goals, review employment ads, and hone interviewing skills. Starting job search activities immediately is the best way to ensure optimum results. The environmental services manager will work with the employment specialist to determine the progress of the AWEP participant. Progress will be communicated to the coordinator of the GCOSCC on a weekly basis.

Nursery School and Day Care Training

The Here We Grow Nursery School and Day Care is a part of St. John of God Community Services. The day care operates at the location in Westville Grove and at the satellite location in Pittsgrove. The GWEP would take place at the Westville Grove location. There are 3 training slots available in day care.

GWEP would center on allowing the participants to learn skills necessary to work in a day care setting. The participant's would be supervised by the site leader. Some of the duties and responsibilities of the trainee would be as follows:

- 1) Implements activities according to the age and developmental level of the child enrolled.
- 2) Maintains open communications between the center and families/guardians concerning development, behavior, social skills, safety and well-being of the child under the guidance of the site leader.
- 3) Ensures safe and proper use of toys, equipment, supplies and devices.
- 4) Maintains agency procedures concerning infection control, safety, emergencies and professional conduct;

There are approximately 100 children in the program. The ages of the children range from infant to 5

years old.

Like the other programs, training would last for six to nine months, with open entry/exit of participants. The site leaders would work with the employment specialist to discuss progress and employment objectives.

Special Education Classroom Assistant

St. John of God Community Services will collaborate with Archbishop Damiano School to provide a GWEP opportunity as classroom assistants in a private school for the disabled. This training is another in demand occupation in Gloucester County.

Archbishop Damiano School has approximately 190 students. The school operates year round due to the nature of the disabilities of its students. The school is offering 4 training slots as classroom assistants. The school supervisors at the various age levels: primary, intermediate and secondary will supervise the training depending on the placement of the candidates.

Training will include the following responsibilities:

- Assists the teacher in implementing educational programs within the school environment and at community sites.
- Maintains open communication with teacher; accepts and provides appropriate feedback.
- Prepares student work areas; ensures standards for cleanliness and hygiene are met and maintained; monitors student areas for safety and ease of access.
- Assists teachers in preparing instructional materials and community-based activities. Reinforces instruction in small/large groups or on a one-one basis.
- Monitors and encourages educational achievements, positive student behavior and independence.

Training can be provided on an open entry/exit basis for six to nine month time intervals. The principal of ADS will work with the employment specialist to provide the necessary feedback and reporting on each of its program participants.

Materials Management

The materials management training program will offer training in the area of materials handling and inventory management. There will be 1 slot for this training option. Trainees will work in the vocational rehabilitation program's sheltered workshop, Granada Room restaurant, or ADS cafeteria depending upon need. Participants will be responsible for loading and unloading shipments, organizing the materials once it is unloaded, making departmental deliveries of purchases received by the purchasing department, and preparing boxes for shipment. Supervision of this program will be

handled by the program administrator. The program administrator will liaison with the employment specialist in terms of discussing performance and career objectives.

Clerical Services

The Clerical services training program will be another area of Occupational Skills training for AWEP trainees. There will be 2 slots for this training option. Trainees will work in the vocational rehabilitation program and/or Granada Room lunchroom clerical service areas. They will develop skills in keyboarding, data entry, filing copying faxing, mail handling, and cashiering and document destructions. Supervision of this program will be handled by a program secretary who will liaison with the employment specialist for training and job placement.

Transportation Assistant Services

The **new** transportation assistant services training program will be supervised by the on-site Transportation Coordinator who maintains a fleet of 14 vehicles on campus as well as coordinating the scheduling of arrivals and pickups of almost 50 school buses. There will be 3 slots offered for this training option. Trainees must have a valid NJ driver's license. A CDL is **not** required. Skills development will include learning how to do safety checks of vehicles, coordination of keys, parking responsibilities, routine service and gas runs as well as maintaining first aid equipment, up-to-date paperwork, transportation logs and some general dispatcher duties. Trainees will **not** be expected or allowed to transport school students or drive school buses as part of this training.

Maintenance Worker Services

The **new** maintenance worker services training program will be supervised by the on-site Maintenance Supervisor. Occupational skills training in this area will offer 2 slots for AWEP trainees. Trainees will work in the vocational rehabilitation program located in the St. John of God Center and/or at the Archbishop Damiano School. Trainees will learn to handle basic tools and be supervised in learning how to make simple routine carpentry repairs, plumbing repairs and/or equipment repairs. Instruction with skilled laborers will be frequent and trainees will learn to be part of a team. Some moving, loading and unloading responsibilities as well as painting jobs may also be involved in this training. The maintenance supervisor will liaison frequently with the Life Skills Instructor/Employment Specialist to insure skills are transferable to community-based occupations in the local geographical area.

Human Services Worker

The human services worker training program will be supervised by the on-site ALPS Lead Supervisor and ALPS Supervisor in our Adult Training Center program for persons with

developmental disabilities. Trainees will learn how to provide supervision of adults with cognitive and physical disabilities. They will participate in social, leisure and recreational activities to assist development of semi-independent living skills and related adaptive behavior skills with this population. Human service worker trainees may accompany staff and clients on community-based instruction day trips as well as on-site activities such as arts and crafts, cooking, basic exercise, current events, and dressing and toileting skills. There will be 5 slots for this training option.

Management of Participant Background Checks

Every participant of the Alternative Work Experiences Program (AWEP) will be required to be fingerprinted and agree to a background check and a physical. This is a mandatory component of the program since there are children and adults with and without disabilities at both of the campuses.

The employment specialist will have the responsibility of managing the background checks, fingerprinting and physicals. Currently, the Human Resources department is required to perform background checks for all current and potential employees. Human Resources will make the final decision in conjunction with the program administrator, based on their review of the background check, as to whether or not our agency will accept an individual into the program.

It is expected that once the coordinator of the Gloucester County One-Stop Career Center (GCOSCC) makes a referral to the program administrator, with all the pertinent details, that information will be immediately passed on to the employment specialist. Once the information is received by the employment specialist, they will contact the potential participant. The employment specialist will schedule an appointment for potential participant with the fingerprinting company and discuss setting up the physical appointment with their doctor.

On the day of the fingerprinting appointment and/or physical, the program participant will come into the agency to sign release papers authorizing the background check. If they can not provide their own transportation to the fingerprinting appointment or the physical, St. John of God Community Services will provide transportation from the agency to the appointment and from the appointment back to their home.

When the fingerprinting, background checks and physicals have been completed, the individual, if deemed appropriate for the programs, will be allowed to begin training. If a negative item comes back on the background check or physical, the agency reserves the right to remove the participant from the program.

Transportation

As an Alternative Work Experiences Program (AWEP) provider, St. John of God Community

Services recognizes the importance of transportation in making its program successful. There are several aspects of the program that will require transportation management. First, potential program participants may require transportation to their fingerprinting appointment; second, accepted program participants may require transportation to the agency for daily Life Skills Training; third, program participants may require transportation from the location of the Group Work Experience Project (GWEP); fourth, program participants will require transportation to off-site project locations; fifth, program participants will require transportation to interviews; sixth, program participants may require transportation to permanent employment in emergency situations.

For all potential program participants that are going through the background check and physical process, they will either be picked up by an agency vehicle and taken to and from their appointment for fingerprinting or their physical or they will be provided with a cab that will be paid for by the agency as part of the program costs. Otherwise, a bus voucher will be obtained from the One-Stop if the appointment is along a New Jersey Transit bus route.

Once an individual is accepted into the program, they will be evaluated to determine their transportation needs. SJOGCS will encourage participants to utilize the bus passes available from the One-Stop. In cases where the individuals cannot find adequate transportation, the agency will provide transportation in an agency owned bus or vehicle.

Individuals who are sent to offsite locations for projects will be taken to that location in an agency vehicle and returned to the main campus at the end of the day so that they can attend life skills training and be ready for their transportation back home.

Program participants that are scheduled for job interviews will be taken to the location of the interview by the employment specialist. This will also ensure that the participant goes to the interview that is scheduled.

Participants that have completed the Life Skills and GWEP components and have obtained unsubsidized employment will be assigned an agency employment specialist who will help them find transportation in emergency situations to their existing job. Furthermore, the employment specialist will also assist in taking the participant to and from interview should the current employment situation change and they need to find another job.

Job Search Assistance

Preparing Alternative Work Experience Program (AWEP) participants for employment is the main goal of the program. As part of the Life Skills training, the employment specialist will discuss with the participants their career goals, explore want-ads, the internet and canvas for job-opportunities on their behalf. The employment specialist will seek out jobs that meet the goals and objectives the

participant defined with the Gloucester County One-Stop Career Center and the agency staff.

Life Skills training will require that each program participant complete their own resume and cover letter. They will also be taught interviewing skills. The employment specialists will review the participants' readiness and further prepare them for finding a job in the community.

The employment specialist will take the participant to and from interviews that are scheduled during the course of the program. Follow-up once a participant is placed will also be made on a regular basis to ensure that the position is maintained and expectations are being met.

Job Placement with Retention and Advancement Services

To meet the criteria for this new component of the AWEP, St. John of God Community Services will provide a minimum of three placement referrals of program participants. As each program participant completes the 6 to 9 months of Life Skills and GWEP training, St. John of God Community Services will appoint an employment specialist to each participant who they will work with to ensure a smooth transition to unsubsidized employment. This employment specialist will work in collaboration with the One-Stop Case manager to assist with child care, transportation and other work related issues.

St. John of God Community Services will provide ongoing job search assistance for up to 9 months in such cases where the original job placement was unsuccessful. This job search assistance will include updating of resumes, refreshing interviewing skills, and search of want-ads. The agency will also provide transportation to interviews with an agency vehicle in those cases where the participant cannot get to the interview location by public transportation. In cases where public transportation can be utilized, we will obtain bus vouchers from the One-Stop center.

Collaboration

As part of its Group Work Experience Program, St. John of God Community Services will collaborate with the Archbishop Damiano School. The Archbishop Damiano School (ADS) is a private school for the disabled with approximately 190 students. The school is located on their main campus in Westville Grove. This collaboration with ADS will allow our AWEP to train more individuals in occupations that are in demand in Gloucester County. Working with ADS, they can provide training to AWEP participants as classroom assistants in a special education environment and food services training in a school cafeteria. Training will overlap between St. John of God Community Services and Archbishop Damiano School for both environmental services and materials management training as well as library aide/assistant.

St. John of God Community Services will also collaborate as part of its participation in the AWEP, with the Gloucester County One-Stop Career Center (GCOSCC). The agency team will

communicate with the GCOSCC on referrals, participant background checks, participant performance and other pertinent program information.

The relationship with the GCOSCC will be the most critical component of the program being a success. They will rely on the flow of program participants and information to make participants entry into the work force as smooth as possible.

6) Reporting Requirements

St. John of God Community Services will make reporting on the outcomes of the program and its participants a priority. There will be timely submission of weekly attendance reports via e-time sheets and job placement reports and it is understood that it is an important part of the critical communication link between SJOGCS and the Gloucester County One-Stop Career Center (GCOSCC). The Life Skills employment specialist will be responsible for submitting attendance and progress reports for each student to the program administrator. The program administrator will ensure that attendance and progress is tracked and reported on from the food services trainers, environmental services manager and the maintenance manager. The program administrator will ensure that the program reports are submitted to the GCOSCC on the proper time schedule (i.e. weekly or monthly). A progress report for each participant enrolled (weekly in hourly increments will be sent to the case manager at One-Stop via e-time sheets).

Job placement information will be supplied to the program administrator from the employment specialist. That information will be supplied to the GCOSCC weekly even if there is no activity.

Expenditure reporting will be prepared by our agency's Finance Office. That department has had much experience in completing expenditure reports needed under various state and federal grants and contracts. Finance will submit these reports to the GCOSCC on a monthly basis, subsequent to the close of our accounting period. The report will be reviewed and signed-off by the finance manager prior to submission.

7) Staffing Plan

Staff at St. John of God Community Services is selected based on their qualifications for the open position and their potential to follow agency values. Vacant positions are posted internally and/or in the newspaper. The Human Resources department determines from the pool of applicants those with the most suitable skills and experience to bring in for an interview. If the first interview with our Human Resources department is successful the applicant is brought back for a second interview with the department manager. Applicants are provided every opportunity to ask pertinent questions regarding the open position or expectations of the person assuming the position.

After completion of the interviews, the manager meets with our Human Resources manager to

discuss whether or not the applicant is appropriate for the position. If the candidate is selected, the Human Resources manager contacts the prospective employee to make an offer. If the offer is accepted, a salary is negotiated, references checked and a background search is performed. If everything checks out, the person is hired. They are put on a 90 day probationary period.

Staffing the Alternative Work Experience Program (AWEP) involves utilizing the following staff positions:

- Life Skills Employment Specialist
- Job Placement & Retention Employment Specialist
- Food Services Trainers
- Environmental Services Manager
- Site Leaders in Day Care
- Teachers in Archbishop Damiano School
- Secretary in Foods Services Program to supervise clerical trainees
- Receptionist/Customer Services
- Library – Curriculum Coordinator/Teacher
- Library – Classroom Assistant
- Transportation coordinator
- Maintenance Supervisor
- Administrative Assistant

Overall supervision of the program will be provided by the program administrator and the school's principal.

Basic Life Skills Instructor/Employment Specialist

Position requires a high-school diploma, associate's degree preferred.

Responsible for the daily instruction, curriculum development and record keeping related to the Life Skills training component of the Alternative Work Experience Program (AWEP). Employee will conduct class instruction in Life Skills every Monday through Friday for at least 2 hours per day. Position will complete weekly attendance report on the class and maintain progress reports on class participation as well as job development activities. Position will attend monthly meetings at the Gloucester County One Stop Career Center (GCOSCC) and communicate with AWEP participants' Coordinator(s) at the GCOSCC. Individual will work with AWEP participants to prepare them for full-time community employment. He/she will help to schedule participant interviews and will transport the participants to and from interview locations. The position will be supervised by the program administrator.

Job Developer/Mentor

Position requires a high-school diploma, associate's degree preferred.

This position is responsible for collaborating with the program participant, One-Stop Case Manager, and Life Skills Employment Specialist in developing a plan for obtaining unsubsidized employment. This position will work with the AWEP program participant up to nine months after the completion of the Life Skills and GWEP components of the program have been completed. This position will assist with child care, transportation and work issues that arise with the participant that may cause them to fail in the position. The Job Placement & Retention Employment Specialist will also assist a program participant whose original job placement is unsuccessful to secure another position that is more suitable. He/she will help to schedule participant interviews and will transport, if necessary the participants to and from the interview locations. The position will be supervised by the program administrator.

Food Services Trainer

Position requires a high-school diploma and experience in the food services industry.

The food services trainer functions as part of the Granada Room Restaurant staff or Archbishop Damiano School cafeteria. This position manages the program participants from the Alternative Work Experience Program (AWEP) and our currently existing staff and trainees. The trainer will work with the program participants through the food services training rotations. Training takes place on a daily basis in the midst of a fully functioning restaurant or cafeteria.

The food services trainer will monitor the progress of each individual in the program and complete progress reports. They will act as a liaison between the Life Skills instructor/employment specialist and the program administrator in order to properly communicate progress to the Gloucester County One-Stop Career Center (GCOSCC).

The program administrator will supervise this position.

Environmental Services Manager/Work Team Supervisor

The position requires a high-school diploma. Previous custodial experience is preferred.

The Environmental Services Manager will be responsible for coordinating the planning of projects for the participants of the Alternative Work Experience Program (AWEP). The position will supervise projects that will allow AWEP participants to find employment in environmental services. Responsibilities will include tracking and reporting on attendance and participant progress to the Program Administrator and the Coordinator of the Gloucester County One-Stop Career Center (GCOSCC) as required by the contract. They will liaison as necessary with the Life Skills Instructor/Employment Specialist regarding AWEP participants' progress.

The position is supervised by the executive director.

Transportation Coordinator

Position requires a high school diploma and experience in the transportation industry. The transportation coordinator maintains the fleet of vehicles on campus as well as coordinates all schedules, routes, keys, safety equipment and routine preventative vehicle maintenance and emergency repairs as well as monitoring gas usage and miles traveled.

Responsibilities include training of AWEP participants as transportation assistants as part of the AWEP Program.

This position is supervised by agency financial controller and program administrator.

Maintenance Supervisor

Position requires a high school diploma and experience in the construction industry. The maintenance supervisor does routine preventative maintenance and upkeep in all facilities across the agency campus. He/she responds in a timely fashion to written maintenance requests from various departments. He/she ensures that the power tools are available as well as being in charge of ordering supplies and materials for all projects within a reasonable budget and timeline for completion including basic carpentry, plumbing, electricity, and painting, etc. as well as assisting with moving projects within the facility.

Responsibilities include training of AWEP participants as maintenance worker as part of the AWEP Program.

This position is supervised by the Executive Director.

Site Leaders

This position requires a high school diploma or equivalent. Prior work experience with children in a group program for children under 6 years of age is preferred.

Under the guidance of the program supervisor, this position implements the center's child care activities. The site leader maintains a safe and developmentally appropriate environment that meets NJ Department of Human Services child care requirements. He/she promotes positive relationships and maintains confidentiality. The site leader maintains communication between program supervisor, lead teachers, assistants and families.

Responsibilities also include the training of AWEP participants interested in training as a day care assistant. This includes tracking and reporting on attendance and participant progress to the program administrator and the coordinator of the Gloucester County One-Stop Career Center (GCOSCC) as required by the contract. They will liaison as necessary with the Life Skills employment specialist regarding AWEP participants' progress.

The position is supervised by the Program Supervisor of the Here We Grow Nursery School and Day Care.

Teacher

This position requires prior experience working with students with disabilities in a classroom setting. A bachelor's degree in special education and certification as a New Jersey teacher of the handicapped is required. Position must have an approved criminal history review from the NJ Department of Education Office of Criminal History Review.

Teacher implements students' Individual Education Plan goals and objectives. Provides direction to students in all educational activities. Ensures agency policies and procedures relating to students are observed at all times both within the school environment and at community sites. Maintains appropriate confidentiality. Position also trains, when directed by supervisor, individuals as classroom assistants as part of the AWEP program.

Position is supervised by the principal.

Secretary

This position requires a high school diploma and experience in the clerical services field. The secretary functions as a trainer in basic clerical skills. This position will be responsible for coordinating the AWEP opportunities in basic office skills of filing, keyboarding and recordkeeping plus cashiering. Responsibilities include AWEP tracking and reporting attendance and participant progress to the Program Administrator and the GCOSCC through a liaison with the Basic Life Skills instructor/Employment Specialist.

The position is supervised by the Program Administrator.

Receptionist

This position requires a high school diploma or equivalent. Prior work experience in customer service and/or information desk reception.

Ensures customers, visitors, students, and staff are directed to appropriate resources in a friendly and courteous manner. Hospitality training is emphasized in both face-to-face interactions with the public as well as through telecommunications such as the telephone switchboard, telecommunications device for the deaf, fax machine, e-mail and over the public address system. Appropriate confidentiality is maintained at all times. Position also trains when directed by Supervisor, individuals in customer service as part of the AWEP program. Position is supervised by the Human Resource Director.

Library/Curriculum Coordinator/Teacher

This position requires prior experience working with Libraries and Curriculum Centers for

students with disabilities. A master's degree in education and certification as a N.J. Teacher for the Handicapped is required.

Library Curriculum Coordinator orders, maintains and catalogs loans and returns of special education multi-media materials to students, teachers and staff as well as provides direction for special educational activities. Ensures state and agency policies and procedures are relating to students are observed at all times. Position also trains, when directed by Supervisor, individuals as library/classroom assistants as part of the AWEF program. Position is supervised by the principal.

Library Classroom Assistant

This position requires a high school diploma or equivalent. Prior work experience with children within a library is preferred.

Under the guidelines of the Library Curriculum Coordinator/Teacher, this position assists in maintaining the multi-media contents (includes print, video and electronic) of the Library/Curriculum Center in the agency. The library assistant is involved with cataloging materials, checking both out and into the library, as well as assisting with preparation of the materials for in-service presentations and special educational events such as the Annual Book Fair which is open to the public.

Responsibilities include training of AWEF participants as library assistants as part of the AWEF Program. Position is supervised by Library Curriculum Coordinator/Teacher.

Gloucester County Workforce Investment Board
 One-Stop Career Center System
 Work First New Jersey AWEF Program
 Program Budget – FY 2013

Program Name: Occupational Skills Agency Name: St. John of God Community Services

Personnel Salaries						
Staff Name	Job Title	Total Salary	% charged to program	Total charged to Program		
Jerry Knast	Vocational Rehab Program Administrator	\$ 105,300	5%	\$ 5,265		
Kevin McGuire	Environmental Services Trainer	\$ 13,062	40%	\$ 5,225		
Philomena Marchione	Life Skills Instructor Emp Spec	\$ 30,888	98%	\$ 30,270		
Carol Amato	Secretary	\$ 24,239	3%	\$ 727		
Angel Medina	Food Services Trainer -Granada Room	\$ 20,736	40%	\$ 8,294		
Linda Powell	Food Services Supervisor - ADS Cafeteria	\$ 33,956	20%	\$ 6,791		
Anna Doherty	Site Leader - Here We Grow Day Care	\$ 32,500	5%	\$ 1,625		
Debra Ann Laphan-Quinn	Program Supervisor - Here We Grow Day Care	\$ 63,284	3%	\$ 1,899		
Kathleen Flynn	Principal, Archbishop Damiano School	\$ 101,972	2%	\$ 2,039		
Maureen Simpson	Teacher	\$ 69,342	3%	\$ 2,080		
Gladys Wiggins	Receptionist	\$ 25,857	3%	\$ 776		
Linda McHugh	Curriculum Coord./Teacher	\$ 71,106	3%	\$ 2,133		

Ruth Ann Werner	ALPS Supervisor	\$ 22,360	5%	\$ 1,118
Peggy Penisi	Community Rehab Specialist	\$ 25,272	10%	\$ 2,527
Steve Aman	Operations Supervisor	\$ 58,500	3%	\$ 1,755
Jim Green	Transportation Coordinator	\$ 67,444	5%	\$ 3,372
Sandi Akers	Administrative Assistant	\$ 35,256	15%	\$ 5,288
Linda Andrews	ALPS Lead Supervisor	\$ 31,824	15%	\$ 4,774

Personnel Fringe Benefits

Staff Name	Job Title	Fringe Benefit Rate	% charged to program	Total charged to Program
Jerry Knast	Vocational Rehab Program Administrator	31.70%	5%	\$ 1,669
Kevin McGuire	Environmental Services Trainer	31.70%	40%	\$ 1,656
Philomena Marchione	Life Skills Instructor Emp Spec	31.70%	98%	\$ 9,596
Carol Amato	Secretary	31.70%	3%	\$ 231
Angel Medina	Food Services Trainer -Granada Room	31.70%	40%	\$ 2,629
Linda Powell	Food Services Supervisor - ADS Cafeteria	31.70%	20%	\$ 2,153
Anna Doherty	Site Leader - Here We Grow Day Care	31.70%	5%	\$ 515
Debra Ann Laphan-Quinn	Program Supervisor - Here We Grow Day Care	31.70%	3%	\$ 602
Kathleen Flynn	Principal, Archbishop Damiano School	31.70%	2%	\$ 647
Maureen Simpson	Teacher	31.70%	3%	\$ 659
Gladys Wiggins	Receptionist	31.70%	3%	\$ 246
Linda McHugh	Curriculum Coord./Teacher	31.70%	3%	\$ 676

Ruth Ann Werner	ALPS Supervisor	31.70%	5%	\$	354
Peggy Penisi	Community Rehab Specialist	31.70%	10%	\$	801
Steve Aman	Operations Supervisor	31.70%	3%	\$	556
Jim Green	Transportation Coordinator	31.70%	5%	\$	1,069
Sandi Akers	Administrative Assistant	31.70%	15%	\$	1,676
Linda Andrews	ALPS Lead Supervisor	31.70%	15%	\$	1,513
Total Salaries				\$	85,958
Total Fringe Benefits				\$	27,248
Total Personnel				\$	113,206

Program Name: Occupational Skills Training

Agency Name: St. John of God Community Services

Item	Justification	Unit Cost	# Units	Total Charged to Program
Vehicle Expenses	Car designated to program			\$ 2,500
Drug and Alcohol Screenings	Random verification to rule out substance abuse	\$ 100.00	1	\$ 100
Background Checks	Fingerprinting and background checks	\$ 78.50	67	\$ 5,260
Instructional supplies	Life skills materials, uniforms, videos, consumable supplies			\$ 350
Office Supplies	Printer cartridges, pens, paper folders, etc.			\$ 500
Furniture & Equipment	Computers, printers, software, furnishings			\$ 400
Incentives	\$10 incentive per day per individual; paid for each day of actual attendance			\$ 35,416
Rent	Space designated to program			\$ 1,519

Other Personnel (Projected Transportation, Background, checks and other items)

Daycare subsidy	Paid directly to daycare for childcare expense while attending AWEF program			\$	100
TWIC Cards	Homeland Security Clearance to work on U.S. Ports	129.75	5		
Total other than Personnel				\$	649
Total Personnel (From Page 1)				\$	46,794
Grand Total				\$	113,206
				\$	160,000

**GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
Sub-Grantee Monthly Report**

Sub-Grantee: St. John of God Community Services

Report for Month Ending:

Period of Agreement: 07/01/12 – 06/30/13

Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd	\$ _____	Clients Served to date
Adjustments	\$ _____	Clients Served this month
Total	\$ _____	Cumulative Served:

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

Signature and title of responsible party

Monthly Level of Service Report
Group AWEF

Month of _____

Provider Agency: _____

TANF	GA/SNAP
-------------	----------------

Number of Participants from Prior month:			
Number referred this month to program:			
Number referred YTD:			
Number of participants no longer enrolled:			
Number of job placement this month			
Number enrolled at end of month			

Attach to monthly invoices. The utilization of excel is appropriate.

Ba-

Attachment A

PROPOSAL TITLE PAGE

1. Applicant: St. John of God Community Services
2. Address: 1145 Delsea Drive
3. City: Westville Grove State: NJ Zip Code: 08093
4. Contact Person: Jerome F. Knast, Program Administrator Phone # (856) 848-4700 ext. 1112
5. Chief Executive: Muncie Buckalew, Executive Director Phone # (856) 848-4700 ext. 1132
6. Proposed Number of Customers to Receive Services: 70
7. Does the proposal include a collaborative of agencies? Yes No

Please List Collaborative Agencies:

A. Agency Name Archbishop Damiano School
 Address 1145 Delsea Drive, Westville Grove, NJ 08093
 Phone (856) 848-4700 ext. 1152 Contact Person Kate Flynn, Principal

B. Agency Name _____
 Address _____
 Phone _____ Contact Person _____

A RESOLUTION AUTHORIZING A CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER FROM JULY 1, 2012 TO JUNE 30, 2013 IN AN AMOUNT NOT TO EXCEED \$190,000.00, WITH THE COUNTY RESERVING AN OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS

WHEREAS, the County of Gloucester, a designated workforce investment area, pursuant to the Workforce Investment Act of August 1998 along with guidelines created by the Work First New Jersey TANF Program has a need to provide Alternative Work Experience Programs (AWEP) for Temporary Assistance to Needy Families (TANF), and General Assistance Supplemental Nutrition Assistance Program (GA/SNAP) participants; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that Mid-Atlantic States Career and Education Center, made the most advantageous proposal; and

WHEREAS, compensation for the aforesaid services shall be in an amount not to exceed \$190,000.00 , from July 1, 2012 to June 30, 2013, with the County reserving the option of a two year renewal, pursuant to the proposal submitted by the Vendor in response to RFP #12-034; 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 service 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; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S. 19:44A-20.4; 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 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 Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Mid-Atlantic States Career and Education Center to provide a range of training, employment and support services to the Work First New Jersey customers, from July 1, 2012 to June 30, 2013, in an amount not to exceed \$190,000.00 with the County reserving the option of a two year renewal; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B3

**CONTRACT BETWEEN
MID ATLANTIC STATES CAREER & EDUCATION CENTER
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st 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 **MID ATLANTIC STATES CAREER & EDUCATION CENTER**, 30 Church Street, Pennsville, NJ 08070 with activities conducted at the Boys and Girls Club of Gloucester County – Paulsboro Unit, 916 Pennline Road, Paulsboro, NJ 08066 hereinafter referred to as to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of a Job Search and Job Placement Services for Temporary Assistance for Needy Families (TANF), General Assistance (GA), and Supplemental Nutrition Assistance Program (SNAP) participants; 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. 19:44A-20.4; 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 a one year contract effective for the period **commencing July 1, 2012 and concluding June 30, 2013** with the County reserving an option to renew for an additional two years.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in Attachment A, which is attached hereto and made a part of this contract, for a minimum contract amount of **zero** and a maximum contract amount of **\$190,000.00**, per year, condition upon state funding and approval of the county budget.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in "**Program Specifications**" which is incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract. Expenditures shall conform to the Budget Justification described in Attachment A or such budget revisions submitted by the Contractor to and authorized in writing by the Department.

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. **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.

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. **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.

14. **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.

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. **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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))
Sec. 508- Clean Water Act (33 USC 1368)
Environmental Protection Regs. 40CFR Part 15
Energy Policy and Conservation Act 89 Stat.891

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

20. **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.

21. **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.

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

23. **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 ____ day of _____, 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:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**MID-ATLANTIC STATES CAREER
& EDUCATION CENTER**

H. Glendon Donelson, Executive Director

ATTACHMENT A-1

Program Specifications

- A.** The Contractor agrees to provide for 300 + eligible Work First New Jersey (WFNJ) TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, life skills and job experience programs that leads to permanent employment status through a program called *WorkPlus* (attachment A-2 for details). The Contractor agrees to provide the above services to 300 + or 25-30 per month Work First New Jersey Participants that will include both TANF (Temporary Assistance to Families) participants and General Assistance (GA) Supplemental Nutrition Assistance Program (SNAP) participants who reside in Gloucester County New Jersey. The referral to the contractor will be supplied by the CWEP Coordinator at the One-Stop. In addition, Contractor agrees to place 30% or more of the participants in unsubsidized employment.
- B.** The Contractor agrees to provide said services beginning July 1, 2012 until June 30, 2013 for the amount not to exceed \$209,999.00 (Attachment B for Program Budget).
- C.** The Contractor agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of the Contractor. The County will be held harmless as pertains to legal fees and the costs of suit. The Contractor agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- D.** The County hereby agrees to be bound by all rules and regulations now in effect with the Contractor and likewise the Contractor hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- E.** As this is a **Cost reimbursement Contract**, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10th day of each month for reimbursement.** (See attachments)

ATTACHEMT A-2 Program Details

(From: Mid Atlantic States Career and Education Center in response to RFP#12-34 Alternative Work Experience /Job Search/ Job placement for Work First NJ participants -Temporary Assistance to Families (TANF) and General Assistance GA-Supplemental Nutrition Assistance Program (SNAP) Proposal).

Executive Summary:

The Gloucester County Board of Chosen Freeholders under advisement from the RFP Review Team, recommended the awarding of the **RFP#12-34-Job Search/ Job placement for Work First New Jersey participants to include TANF, GA-SNAP Proposal** to the Mid Atlantic States Career and Education Center. Mid Atlantic States Career and Education Center proposes to offer 300 plus eligible Temporary Assistance to Families TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined Alternative Work Experience Program (AWEP), job skill development, life skills and job experience program that leads to a permanent employment status through a program called **WorkPlus**. Participants will receive personal life skills development experiences, job readiness training, job placement, job experience, and supportive services that will enable hard to employ public assistance recipients access to jobs and the opportunity to leave the social service system.

The program seeks to place at least 30% of the participants in paid positions with both public and private employers. Since many of these potential participants have criminal records the program is uniquely qualified to place this type of participant (with the exception of Megan's Law offenders). The WorkPlus Program through its experiences in both Salem and Gloucester Counties has established a solid record of achievement in placing at least 50% of those individuals whom are most difficult to place through a well tested model and established relationships with employers who are familiar with the profile of the participants and the quality of the educational effort.

Program participants will spend a minimum of 16 weeks for 35 hours per week. in a combined education and life skills/job readiness program held at the Boys and Girls Club of Gloucester County Paulsboro, NJ, location with group work experiences to be conducted at public/non profit employers in Paulsboro, Glassboro, Woodbury and other locations throughout Gloucester County. The program can accept 25-30 new enrollees per month. The program is presented by several collaborators who have worked with both the Salem and Gloucester County

WorkPlus Program. Among these are Plato Learning Systems, Mid-Atlantic Center Employees, Cornell and Rutgers Universities, Rutgers Cooperative Extension, Pathways Foundation, Inc, and a large number of employers.

The program offers continuing enrollment and no specific criteria in respect to age, ethnicity or geographic location in Gloucester County and screens no one based on background checks. Participants are required to give the program past employment and criminal history. Transportation will be provided to those needing transportation to the program and or job experience.

Customer Outreach

The WorkPlus program will provide an outreach component for participants that include contact with each participant prior to the start of the WorkPlus activity upon receipt of the contract form generated by the One-Stop. The WorkPlus program will utilize the contact information provided on the contact form to formally invite the client to the WorkPlus Program primarily through a personal phone contact, which will be documented, or a formal mailed invitation that includes the start date, time and activity location where the client is expected to participate.

All no shows on the first day of the activity will be contacted by the WorkPlus Program Manager by telephone to determine if there is "good cause" for the absence. If no contact is made, (phone disconnected or unavailable) the WorkPlus Program Manager will refer the client back (with documentation) to the One-Stop. If contact is made by the WorkPlus Program Manager and "no good cause" for the absence is determined, the WorkPlus Program Manger will contact the One-Stop.

Program Workflow:

The Gloucester County One-Stop Career Center will refer TANF, GA and SNAP participants to the Mid-Atlantic States Career and Education Program WorkPlus program located at the Boys and Girls Club 916 Pennline Road in Paulsboro, New Jersey. The hours of operation is offered 5 days a week from 8:00 am to 2:00 pm. Contact person will be: Glen Donelson (FAX: 856-768-7565 Phone: 856-540-6200 x 7132). Referral from the Case Managers at GCOSCC will take place everyday depending upon slot availability. The referral list/sheet will be faxed or e-mailed to the provider everyday, should a new participant be referred. The provider will take attendance by using the **of the e-time sheets that will be provided**. It is recommended that individual folders/reports be created by the vendor by the 3rd day of the

program. Should a participant not show by the 3rd day of the program, the attendance sheets must document this and forwarded to their case manager at the GCOSCC.

Program Mission and Goals:

The “WorkPlus Program” seeks to work with a minimum of 300 participants over the course of 12 months. The program will connect a minimum of 30% of the participants with jobs and support them through the first 90 days, if required, determined by individual circumstances.

The primary function and major mission of the “WorkPlus Program” is to develop appropriate life and job skills with participants that enable them to find employment and maintain that employment. Using the “WorkPlus Curriculum” and the experience of the program director and program instructor(s) participants are provided extensive skill training in basic job and life skills that will provide participants with kind of assets that enable them to obtain and hold a job. In addition to the experienced instructors they are focused on using world class instructional materials.

A primary goal of the program is to reach out to those whom have the most difficult circumstances blocking their success in the job market. It is their experience in both Salem and Gloucester County that those who have criminal records have the most difficult time obtaining employment. This is the most difficult challenge with the WFNJ audience. In order to overcome this situation they have developed and groomed a group of employers who are willing to consider hiring these individuals. Many of the collaborating employers conduct business in Gloucester County and are willing and anxious to participate in the program.

The major employment sectors who hire the participants are food system employers (including food retailers, food service providers, and food processors and distributors), general retail, hospitality, and health care (particularly senior health care). Our goals in this area are two fold, one, being to provide participants with entry level jobs that translate into quick advancement and second, jobs in which they can grow and advance on a career path.

Mid Atlantic States Career and Education Center agrees to meet or exceed the following benchmarks:

- 1) 80% or more of AWEPP participants complete the Life Skills and Group Work Experience Projects;
- 2) 30% or more of AWEPP participants are placed into unsubsidized employment;

- 3) 75% or more of AWEF participants placed into unsubsidized employment achieve a 90-day job retention rate.

Program Description:

The program will provide each participant with at job skills training, group work experiences (25 hours per week), and various other training experiences week over the course of 16 plus weeks held 5 days per week. The program will have open enrollment. It is important to note that the entire program is conducted as if it were a job site. This is a fundamental premise of the program. As the WorkPlus Curriculum is completed, it is conducted as a group work experience. Job search and job placement services are done on an on-going basis for each participant. All life skills and group work experiences are provided at the Boys and Girls Club of Gloucester County-Paulsboro. Transportation will be provided to those who cannot find public transportation by the WorkPlus program, if required.

Participant enrollment is accepted without background checks with the exception of child abuse (Megan's Law offenders). However, should a community based organization require background checks prior to AWEF or job offer, the WorkPlus Program will manage the background check process. Participants are expected to complete an enrollment form noting all circumstances which might impact the individual job obtainment opportunity. Participants may enter the program at anytime but must complete the required hours between any two (2) rotations. All activities promote continual learning, personal development, basic job skill development, while seeking coaching, mentoring, and job connectivity.

Life Skill Development:

This portion of the program will feature strengthening of both educational and personal skills necessary to be successful on the job. It includes instruction in personal financial management, nutrition for wellness, math and reading on-line tutoring for the workplace, and skills necessary to maintain a healthy job experience such as managing time effectively, accessing health care systems, and learning good grooming habits. A minimum of two (2) hours per day will be spent in life skill development.

The life skills activity will utilize three proven curricula which are extensive in their breadth and scope. Plato Learning systems will provide focus to enhancing math and reading skills for the workplace. This program is on-line and students will be expected to proceed on a self paced basis. The Boys and Girls Club will provide 12 computer stations for the Plato

software to be installed. A brief outline of the curriculum follows below. The Plato System will also include learning assessments for each student.

Algebra I, Part I: This pre-algebra curriculum teaches students the foundation skills they need to understand and apply algebraic concepts.

Intermediate Reading Strategies: State-of-the-art reading strategies and practice lessons enhance comprehension and improve student performance on the job.

The second curricula used called “**Money Works**” is centered upon personal financial management. The curriculum was developed at Cornell University in partnership with the US Treasury Department. While the focus of the curriculum is to teach personal money skills, it engages participants in dealing with day to day challenges such as accessing and paying for child care and purchasing and maintaining a car.

Group Work Experience:

The WorkPlus Program will address the needs of the 300+ participants by providing **25 hours** of group work experience associated with each participant’s grant requirement with selected work experience providers. These providers will be from the not-for-profit, public and governmental sector. Each provider will designate a supervisor and will be required to complete a skill assessment on each participant. This information will be part of the participant’s record. It is conceivable some of the work experienced providers could hire their participant. The WorkPlus Program Manager will maintain timely communication with each provider.

WorkPlus Program Group Work Experience Program (GWEP) Providers (will include but not limited to) the following:

- Boys and Girls Club of Gloucester County (Paulsboro and Glassboro Locations)
- The Borough of Paulsboro
- The Borough of Glassboro
- City of Woodbury
- The ARC of Gloucester County
- Tri-County Community Action Partnership – Paulsboro

Group Work Experience job Functions will include:

- Customer Service (sales, cash register operation)
- Production and assembly
- Facility and grounds maintenance
- Public works activities

- Staff augmentation at non-profit organizations
- Recreational activities
- Child and adult care
- Social service activities
- Office and administrative support (including computer input)
- Communication functions and activities
- Special Programs and projects

Job Search:

The Project Director, Program Instructor and Job Coach will work with the participants on job search activities using on-line, One Stop Center and other sources of information. Participants will be connected to jobs and coach in interview skills by the program instructor and job coach. All participants will complete a resume in the program and enter it into Job Bank. All participants will be introduced to the One Stop Center and its services.

Job Placement:

In the Workplus Program, job placement is a continual process. Participants are assessed, coached, and mentored on a continual basis. Currently the Workplus Program works with several major employers including senior health care facilities, food service and retail companies, hospitality companies, general retail businesses. Once a participant has obtained a job the job coach maintains frequent contact to monitor progress with both the employer and the participant. The job coach intervenes if problems occur between the employer and participant. Intervention is an important component, with issue's of housing, transportation, and other personal circumstances arise that could influence job retention.

Reporting:

The Workplus Program maintains extensive attendance and progress records on each individual. The program Instructor maintains the attendance sheet and has each individual sign in on their arrival. If they are late, leave early, or are absent, the occurrences are noted on the attendance sheet or e-time sheets. This is a daily and weekly attendance sheet and is Faxed to the One-Stop Center every Friday with any doctor notes or documentation of absences or as required by the program. If the need arises, they are quick to call or e-mail the personnel at the One-Stop, as the situation warrants, on any given individual.

One-Stop staff will also receive a detailed progress evaluation on each individual at the half way mark and as a final report. This will be the Workplus skill assessment form. In addition, they will report the number at the beginning and end of the month, the number who interviewed and the number hired at the end of each month. The only entity to which this information will be released to will be to the One-Stop Career Center or to any entity as directed by the One-Stop Career Center. A file on each student is kept in a secure and locked file.

The Project Director and school business office will provide detailed monthly financial reports for the purpose of reimbursement and budget oversight.

The holidays that the program will **not** be operational will be:

- Independence Day, (July 4, 2012)
- Labor Day (Sept. 3, 2012)
- Election Day (November 13, 2012)
- Columbus Day (October 8, 2012)
- Veterans Day (November 11, 2012)
- Thanksgiving Holiday (November 22, 2012)
- Christmas Holiday (December 25, 2012)
- New Year's (Friday, January 1, 2013)
- Martin Luther King Jr., Day (January 21, 2013)
- President's Day (February 18, 2013)
- Good Friday, (April 29, 2013)
- Memorial Day (May 27, 2013)

If it becomes necessary, additional weekly hours will be made available so that the participant can "make-up" for lost holiday time. An example of this would be additional hours be attached each week prior to the holidays, for instance, the three weeks before the Christmas holidays.

Staffing Plan/Administrative Capacity:

Executive Director: Glen Donelson will serve as Executive Direction and will expend 15% of his time leading the program. Mr. Donelson currently is the Executive Director of Mid-Atlantic States Career and Education Center and has extensive business experience and management experience with the WorkPlus programs since 2002.

Associate Executive Director: Tom Brown will serve as the Associate Executive Director and will expend 25% of his time managing the day-to-day functions of the program. These will include interface with the One-Stop Career Center, over-site of the WorkPlus Training, recordkeeping, timekeeping, financial/budget submissions and job placements and represent

Mid-Atlantic States Career and Education Center at scheduled Operations Meetings. He has extensive business experience and hands-on experience with the operation of WorkPlus programs since 2005.

Program Instructor: One Program Instructor will support the WorkPlus Program and will have extensive Human resource or related business experiences and will be familiar with the WorkPlus program and curriculum. The program instructors will be responsible for classroom activities, daily record keeping, and work experience and job placement activities. Program instructor will also be responsible to interface with local employers and will be the focal point for identifying employers for job placement opportunities. This is a full time position.

Substitute Program Instructors: Substitute Program Instructors will be available as needed during the absence of a program instructor. These individuals are trained and familiar with the “WorkPlus” program and curriculum and will be responsible

Administrative Assistant: The administrative assistant will expend 20% of their time providing administrative support to staff and will be familiar with the “Workplus” Program, its materials and reporting processes. The Administrative Assistant will be competent in MICROSOFT software applications with specific emphasis on WORD and EXCEL.

Contractors:

Wood Associates: Benjamin Wood will serve as program designer, assessment collector and program evaluator. Mr. Wood is retired from the Cornell University Department of Education where he led Cornell’s Workforce Development efforts. He is familiar with program design issues, assessments, and evaluation procedures. Mr. Wood designed and monitors both the Gloucester and Salem County “Workplus” Program and assisted in the development of the “Workplus” curriculum.

Rutgers University Cooperative Extension staff will teach health and nutrition to the group. Rutgers is a statewide leader in nutrition and wellness education and teaches healthy eating, hygiene, general health care issues around proper diet and exercise.

An Accounting/Payroll contractor will support the accounting, bookkeeping and payroll functions of the WorkPlus program in Gloucester County. This will include the processing of invoices for payment, the maintenance of time records for payroll purposes and overall budget responsibilities.

An Information Technology contractor will support all information technology (hardware and software) utilized in the WorkPlus program at the Boys and Girls Club. This will include individual computer stations, network operation, internet, and training software.

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending: _____ Period of Agreement _____

Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd	\$ _____	Clients Served to date	_____
Adjustments	\$ _____	Clients Served this month	_____
Total	\$ _____	Cumulative Served	_____

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

Signature of Responsible Party _____

Monthly Level of Service Report
Group AWEF

Month of _____

Provider Agency: _____

	TANF	GA	SNAP Only
Number of Participants from Prior month:			
Number referred this month to program:			
Number referred YTD:			
Number of participants no longer enrolled:			
Number of job placement this month			
Number enrolled at end of month			

Attach to monthly invoices. The utilization of excel is appropriate.

Gloucester County Workforce Investment Board (WIB)
One-Stop Career Center System

Work First New Jersey – General Assistance (GA) AWEP Program Budget

Program Name: WorkPlus

Agency: Mid-Atlantic States Career & Education Center

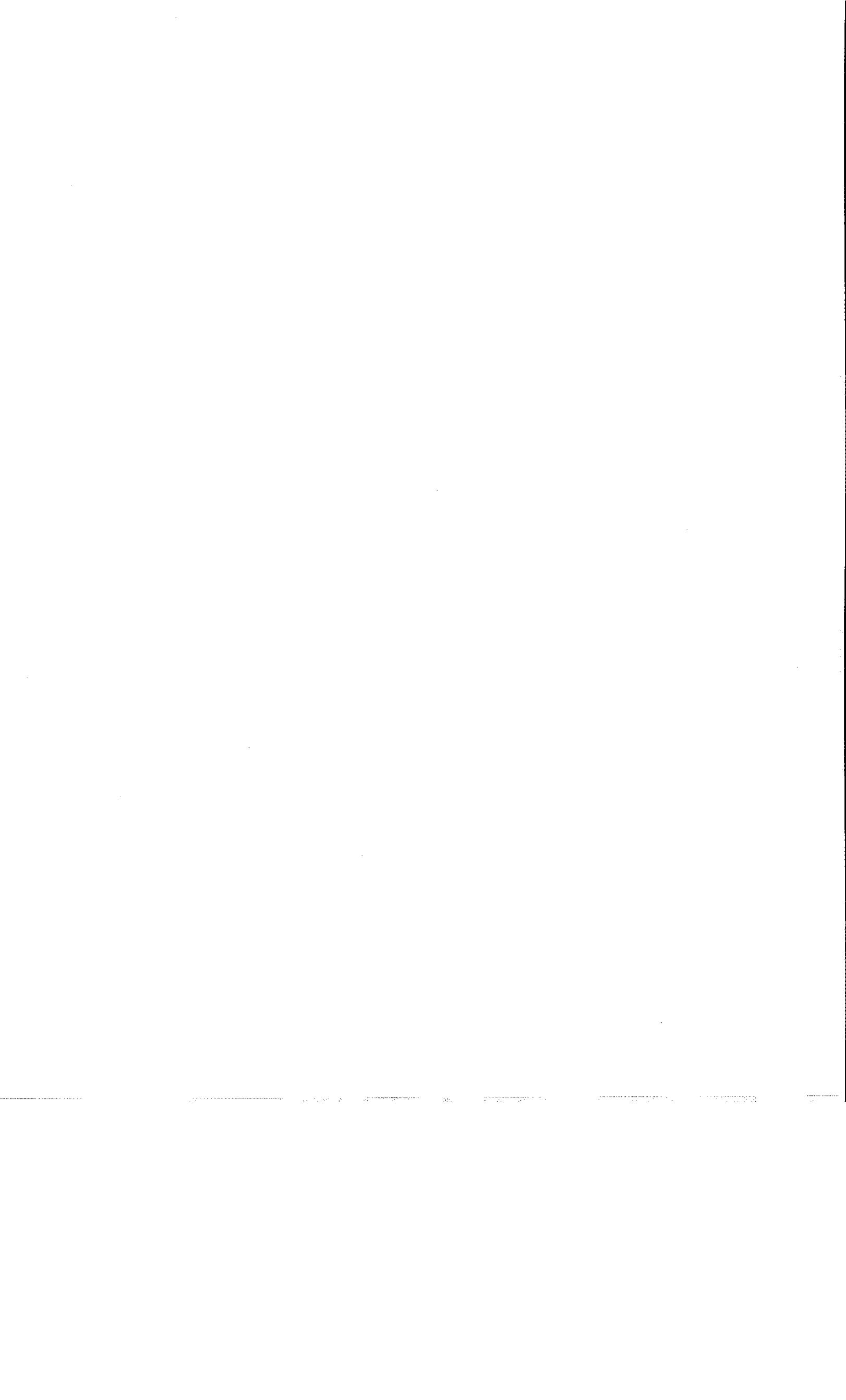
Personnel				2012-2013
Staff Name	Job Title	Salary	% charged to program	Total Charged to program
Glen Donelson	Executive Director	\$ 99,850	15%	\$ 14,978
Tom Brown	Associate Executive Director	\$ 75,000	25%	\$ 18,750
John Stevens	Lead Program Instructor	\$ 41,000	100%	\$ 41,000
Dawn Hallman	Program Instructor	\$ 32,750	70%	\$ 22,925
TBD	Substitute Instructors	\$ 32,750	15%	\$ 4,913
Casey Abhau	Administrative Assistant	\$ 35,600	20%	\$ 7,120
Total Personnel		\$ 316,950		\$ 109,686
Fringes		Fringe Rate		
Glen Donelson	Executive Director		25%	\$ 3,745
Tom Brown	Associate Executive Director		25%	\$ 4,688
John Stevens	Program Instructor		25%	\$ 10,250
Dawn Hallman	Substitute Instructor		25%	\$ 5,731
Casey Abhau	Administrative Assistant		25%	\$ 1,780
Total Fringes				\$26,193
Total Personnel (Salary & Fringes)				\$135,879

Gloucester County Workforce Investment Board (WIB)
One-Stop Career Center System
Work First New Jersey – General Assistance (GA) AWEP Program Budget

Program Name: WorkPlus Agency: Mid-Atlantic States Career & Education Center

Other than Personnel (projected transportation, background checks, rent and other items)

Community Work Experience Program Gloucester County				
Item	Justification	Unit Cost	# of Units	2012-2013 Total Charged to program
Transportation/Travel	Public Transportation/ Mileage Reimbursement	TBD	100 plus	\$ 2,000
Lodging	Consultant Visits			\$ 250
Meals	Consultant Visits			\$ 250
Rent	Program Location	\$2500/month	12	\$ 30,000
Materials	Notebooks, pens etc.	\$10 each	350	\$ 3,500
PLATO Learning	Reading/Math Tutoring	\$762 per license	10	\$ 7,620
Insurance	Liability Insurance	\$5,000 \$75 per month	12	\$ 900
Contractor	Payroll processing	\$75 per hour	17	\$ 1,300
Contractor	Information Technology	\$14,000		\$ 14,000
Contractor	Program Evaluation			\$ 2,500
Contractor	Annual Audit Services			\$ 2,500
Food	Client breakfast/lunch	\$120/wk	50	\$ 6,000
Telephone	Telephone/FAX	\$42/month	12	\$ 500
Copying	Program Teaching Mtls.	\$1/person	300	\$ 300
Total - Other than Personnel				\$ 74,120
TOTAL				\$ 209,999
Cost Per Client at 300 clients				\$ 700
Total Cost (2011-2012)		\$ 209,999		



Attachment A

PROPOSAL TITLE PAGE

- 1. Applicant: Mid-Atlantic States Career and Education Center
- 2. Address: 30 Church Street
- 3. City: Pennsville State: NJ Zip Code: 08070
- 4. Contact Person: H. Glen Donelson Phone # 856-540-6200 x7132
- 5. Chief Executive: H. Glen Donelson Phone # 856-540-6200 x7132
- 6. Proposed Number of Customers to Receive Services: 300+
- 7. Does the proposal include a collaborative of agencies? XX Yes No

Please List Collaborative Agencies:

- A. Agency Name Boys and Girls Club Gloucester County, Paulsboro Unit
 Address 916 Pennline Road, Paulsboro, NJ 08066
 Phone 856-423-9322 Contact Person Robert J. Taylor
- B. Agency Name Rutgers University Cooperative Extension of Gloucester County
Family & Community Health Science Dept. Food Stamp-Nutrition Program
 Address 1200 North Delsea Drive, Clayton, NJ 08312
 Phone 856-307-6450 ext 2 Contact Person LuAnn Hughes

B4

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE WORKPLACE
LITERACY PROGRAMS FROM JULY 1, 2012 TO JUNE 30, 2013, IN AN
AMOUNT NOT TO EXCEED \$36,000.00**

WHEREAS, the Gloucester County College provides adult literacy/GED services; and

WHEREAS, the County of Gloucester now seeks an agreement with Gloucester County College in order to continue these services for the benefit of the residents of the County; and

WHEREAS, the term of this Agreement shall be from July 1, 2012 to June 30, 2013, in an amount not to exceed \$36,000.00; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units to enter into shared services agreements; and

WHEREAS, the a Certificate of Availability of Funds has not been issued at this time as this is an open-ended agreement, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service 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 Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement with Gloucester County College (GCC) to effectuate the hereinabove purposes, in an amount not to exceed \$36,000.00 from July 1, 2012 to June 30, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

B4

SHARED SERVICES AGREEMENT

By and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

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

Dated: July 25, 2012

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated _____, 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **GLOUCESTER COUNTY COLLEGE** (referred to as "Local Unit"); and

RECITALS

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

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

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

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Workforce Learning Links located at the One-Stop Career Center and Gloucester County College with a satellite program at the County Correctional facility.

2. Comply with all requirements, terms, and conditions as set forth in Attachments A through annexed hereto.
3. Meet the minimum expected performance outcomes as described in **Attachment A, Article VI**, goals/performance criteria.
4. Meet the expected level of service of 40 adults.

C. PAYMENT.

County agrees to compensate the Local Unit in the amount not to exceed **\$36,000** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10th of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes as described in **Attachment A**.

D. DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2012 **through** June 30, 2013. Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

E. LIMITATION OF DELEGATION.

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

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

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

F. INDEMNIFICATION OF COUNTY.

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

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

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

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

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

G. COMPLIANCE WITH LAWS AND REGULATIONS.

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

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

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

J. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY COLLEGE

By: **Frederick Keating**
Title: **President**

STATEMENT OF WORK

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

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

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

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

Administrative Instructions**I. PURPOSE**

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

II. BACKGROUND

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

III. STATEMENT OF GOALS

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

- ▶ The WLL Program will follow the National Reporting System for Adult Education (NRS) measures and provide appropriate educational functioning level services in:
 - Low Intermediate Basic Education and above including Reading, Math, and Communications (Attachment 1)
 - Basic GED preparation
 - Basic computer literacy
 - High intermediate English as a Second Language and above (Attachment 1)
 - Skill upgrade

- ▶ The program will provide overall readiness to:
 - Enter the workforce
 - Further career opportunities
 - Advance to higher education
 - Enhance already acquired skills

IV. CUSTOMER FLOW

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

CUSTOMER ELIGIBILITY REQUIREMENTS

- ▶ All WLL customers:
 - Must be legally eligible to work in the United States
 - Must demonstrate a need for basic skills enhancement
 - Must identify an attainable goal and/or outcome
 - Must have minimum of a 4th grade reading level
 - Should be able to perform learning tasks within a 3 to 6 month timeframe
 - Should attend a minimum of 15 hours per week for ABE and GED
 - Should attend a minimum of 10 hours per week for basic computer literacy

- ▶ Prior to enrollment, a WLL customer should register for a Career Beacon Workshop or other pre-employment workshop/class, if applicable, and must:
 - Attend a group or one-on-one orientation (i.e. Reemployment, TANF, GA, etc.)
 - Have an appropriate WLL Referral Form from the referring agency (Attachment 3)
 - Meet with a WLL Counselor for a full needs assessment, Employability Plan (EP) and Employment Counseling Statement
 - Supply TABE or BEST Plus scores (if less than 6 months) or register for testing
 - Register with America's Job Exchange on www.wnjpin.net
 - Complete a WLL Enrollment Form (Attachment 4)
 - Complete the recommended Statement of Goals Form (Attachment 5)
 - Read and sign the WLL Agreement (Attachment 6)

REFERRALS OF CUSTOMERS

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

ASSESSMENT

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

EMPLOYABILITY PLAN

- ▶ The EP or its equivalent Individual Responsibility Plan (IRP) or Individual Service Strategy (ISS), together with the Client Intake Form, is a formal agreement between the customer and the counselor to assist the individual to maximize his/her employment opportunities. The EP should be reviewed and updated periodically to reflect changes in the customer's interests and goals. An electronic and paper copy should be maintained.
- ▶ The EP should include the following:
 - Personal background data
 - Short and long term attainable employment and educational goals
 - Barriers to reaching goals
 - Service Strategy Plan outlining an appropriate course of action
 - Test scores
 - Financial aid sources
 - Log of contacts and follow-up activities
- ▶ Upon completion, the customer must sign the EP indicating awareness of his/her responsibilities. Non-adherence to the EP may result in termination of WLL services and may adversely affect Public Assistance or Unemployment Insurance (UI) benefits.

- ▶ After completion, the WLL Counselor must enter and Individual Employment (IEP) activity on America's One-Stop Operating System (AOSOS).

V. TESTING

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

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

- ▶ The following tests have been approved:

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

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

VI. PERFORMANCE MEASURES

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

The proposed prescribed local goals and objectives are as follows:

Local Goal 1: To enable adults to acquire the skills necessary to improve their literacy skill levels in reading, writing, and speaking the English language, numeracy, computing, problem-solving, English language acquisition, and other literacy skills. Applicants must serve clients in the following literacy levels by addressing the following objectives.

Local Objective 1.1: By June 2013, at least **35% or more** of Low Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

Local Objective 1.2: By June 2013, at least **34% or more** of High Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

Local Objective 1.3: By June 2013, at least **39% or more** of High Intermediate ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

Local Objective 1.4: By June 2013, at least **34% or more** of Advanced ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

Local Objective 1.5: By June 2013, at least **40% or more** of Low Adult Secondary Education enrollees will acquire (validated by standardized assessment) the level of basic skills needed to complete the level.

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

Local Objective 2.1: By June 2013, at least **30% or more** of adult learners with a goal of advanced education will enroll in post-secondary education or training.

Local Objective 2.2: By June 2013, at least **40% or more** of relevant adult learners not employed at enrollment (and in the workforce) will obtain unsubsidized employment.

Local Objective 2.3: By June 2013, at least **59% or more** of the relevant adult enrollment will retain unsubsidized employment in the third quarter after the program exit quarter.

Note: Relevant adult enrollment is defined as:

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

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

Local Objective 3.1: By June 2013, at least **31% or more** of adults with a high school completion goal will earn a high school diploma or recognized equivalent.

VII. ADMINISTRATIVE PROCEDURES

ENROLLMENT REQUIREMENTS

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

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

CUSTOMER FILES

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

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

DATA ENTRY REQUIREMENTS

- ▶ All WLL customers must be registered in AOSOS. Work First customers must be entered after the first day of attendance and all other customers must be entered by the third day. The enrollment date entered is the first day of attendance in the WLL Program. NOTE: The WLL Counselor is responsible for entering enrollment data, unless the one-Stop Operator has established alternatives for ensuring data entry.
- ▶ Although a record may already exist in AOSOS, it is important to verify the accuracy of the information and update as needed.
- ▶ WLL staff must provide WLL customers with continuing activities. These activities must be entered into AOSOS on the date provided. Important: The implementation of Common Measures has reinforced the need for all WLL customers to receive a reportable service and/or activity, in addition to WLL, at least every 90 days. Without a reportable service, and/or activity, a WLL customer will be exited from AOSOS for Common Measures reporting

purposes. The WLL counselor must ensure that a reportable service, and/or activity is provided and recorded in AOSOS for all customers continuing in the WLL program.

Continuing activities may include:

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

DAILY ACTIVITY

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

TRACKING AND ATTENDANCE

- ▶ Regular attendance is vital to the success of the WLL customer. It is the responsibility of the WLL Instructor to make sure all customers complete daily attendance logs and to closely monitor customer participation. If a customer has 3 unexcused absences, he/she should be

referred to the WLL Counselor for reassessment. The WLL Counselor must address the attendance issue and recommend continuation or removal from the WLL Program. (Attachment 9)

- ▶ If the enrollee is a Work First customer, the WLL Instructor must closely monitor attendance and fax records to the "To-Work" Case Manager on a bi-weekly basis. Work First customers who have 3 unexcused absences or fail to complete their required weekly hours are in non-compliance and are subject to removal from the WLL Program. All non-compliance information must be forwarded to the "To-Work" Case Manager via an Interagency Information Report (1-A) and entered into AOSOS.

JOB PLACEMENT

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

ADDITIONAL TRAINING

- ▶ The WLL Program will assist the customer to improve their educational level. Customers may be referred to the WLL Program to achieve the skill level required for entry into certification, vocational or higher education programs. All staff assigned to the WLL should make every effort to assist these WLL customers in reaching their educational goals.
- ▶ As soon as a customer enters an educational program WLL staff must:
 - Obtain training data including the name, address and telephone number of the school, course of study, start date, end date, hours, and contact person.
 - Document the WLL customer's paper file
 - Enter the training data into AOSOS:
 - If full or part-time: Exit and terminate the WLL customer

- ▶ Important: Educational data will not be posted or credited correctly in the WLL-001 Report until an **EXIT** date and reason are recorded in AOSOS. WLL staff has 180 days from program end date to obtain and enter educational data.

FOLLOW-UP

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

Follow-up activities may include:

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

VIII. STAFFING NEEDS

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

- ▶ All WLL staff should be:

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

WLL INSTRUCTOR

▶ Responsibilities

- Instructs customers on the utilization of computer-based literacy programs
- Builds lessons and curriculum designed to target individual needs
- Works with customers in a group and individual setting
- Have knowledge of computer-based programs and troubleshooting procedures
- Maintains attendance records and customer files
- Monitors progress and prepares status reports
- Administers tests
- Corresponds with program counselors and cooperating agencies

▶ Qualifications

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

▶ Experience

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

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

WLL COUNSELOR

▶ **Responsibilities**

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

IX. GENERAL PRACTICES

LEARNING LINK SET-UP

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

COMPUTER SET-UP

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

WORKSPACE

- ▶ Ideally, there should be a minimum of 36 inches for each workspace to allow room for the computer, speakers, and mouse. A keyboard tray with mouse holder helps with ergonomics and allows the remaining desk space to be utilized for customer workbooks. Cubicles allow for some privacy, but may seem claustrophobic if not large enough. Chairs should be adjustable for height. Each customer should have headphones for working on the self-paced programs. Sufficient lighting, proper room temperature, and cleanliness all add to the comfort of the site. **Food and drink are not allowed in the WLL. A sign reflecting this policy must be posted.**

Motivational and educational poster, an EFF Wheel, pictures, and WLL rules and guidelines should be posted on the walls.

- ▶ Special accommodations for customers with disabilities should be made to provide equal access to all customers. This includes wider aisles, larger monitors, adaptive software (JAWS/Zoom Text), and adjustable tables.

ADDITIONAL EQUIPMENT

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

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

RESOURCE MATERIALS

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

TIMES AND LOCATIONS OF PROGRAM OPERATION

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

WLL - 7/1/12 - 6/30/13
\$36,000.00

Salaries

Barbara Walker (12/1/12-6/30/13)50% $(30 \text{ wks} \times 35 \text{ hrs/wk} \times 25.80 \text{ /hr}) \times 50\%$ 13,545.00

Corry, Valerie $(50 \text{ wks} \times 10 \text{ hrs/wk} \times 24.36/\text{hr})$ 12,180.00

Total Salaries 25,725.00

Fringe Benefits

Fica 7.65% of Total Salaries 1,967.96

Worker's Comp 0.285% of Total Salaries 73.32

Pension 3.55% of F/T Instructor 480.85

Health Benefits - F/T Instructor $(1282.98 \times 1) + (1411.28 \times 6) \times 50\%$ 4,875.33

Dental - F/T Instructor $(83.27 \times 7) \times 50\%$ 291.45

Total Fringe 7,688.91

Total Salary & Fringe 33,413.91

Educational Supplies 2,386.09

Travel 200.00

Total 36,000.00

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending _____
 _____ Period of Agreement _____
 Agreement No: _____ Type of Report: Interim _____ Final _____

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

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

Agency Name: _____

Instructor: _____

WIA Title II/WLL Project Student Enrollment Data

Date enrolled: / /

Last Name _____ First Name _____ Middle Initial _____

Social Security # _____ Phone # _____ Alt. # _____

Address _____ City _____ State _____ Zip _____

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

Program: Adult Ed

ABE

ESL

GED

KEYWORD = WLL

Date of Birth: ____/____/____

Age _____

Gender M F

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

Ethnicity: choose only one

Race: choose one or more

No, Hispanic/Latino

American Indian or Alaskan Native

Native Hawaiian or Pacific Islander

Yes, Hispanic/Latino

Black or African American

Asian

White

Status on Entry:

Employed – full time

Public assistance

Immigrant

Certificate of

Employed – part time

Homeless

U.S. Citizen

Non-Enrollment

Unemployed

Low income

U.S. Veteran

(Ages 16-21)

Not looking for work

Dislocated Worker

F1 Visa

Parental Consent

Unavailable for work

Displaced Homemaker

Disabled

(Under Age 18)

Retired

Single Parent or Guardian

Learning Disability

ESL students:

Entered Country on ____/____/____

Would you like to:

Improve Writing

Learn Culture

Do you plan to stay in the USA?

Improve Speaking

Have you studied English before?

Improve Reading

U.S. Citizenship Preparation?

Improve Listening

What is your Primary Goal? (check only one)

To get a job*

To obtain a H.S. diploma*

To retain a job*

To enter college*

To obtain a GED*

To enter other training*

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

To get a job*

To obtain a H.S. diploma*

Increase involvement in your child's education

To retain a job*

To enter college*

Increase involvement in your community

To obtain a GED*

To enter other training*

Leave public assistance

Assessment (staff use only)

Test _____ Test Date _____ Form _____ Level _____

Scores _____

Interim MIS _____

Basic Computer Literacy Skills Assessment

Name _____

Pre- Assessment		Post Assessment	
Date		Date	
yes	no	Yes	no

Computer Skills

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

Word Processing Skills

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

Internet Skills

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

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

Assessment of AGE teachers and Their Teaching

Name of Teacher _____

Site _____

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

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

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

6. Is his/her speech adequate for teaching?

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

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

1 2 3 4 5
 Unaware Responsive
 Example or comments:

7. Does she/he respect students?

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

3. Is she/he flexible?

1 2 3 4 5
 Rigid Flexible
 Example or Comments:

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

1 2 3 4 5
 Never Frequently
 Example or comments:

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

1 2 3 4 5
 Unfair Fair
 Example or comments:

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

1 2 3 4 5
 Unenthusiastic Enthusiastic
 Example or comments

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

1 2 3 4 5
 Unfair Fair
 Example or comments:

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

1 2 3 4 5
 None Many
 Example or comments:

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

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

13. Are his/her classes interesting?

1 2 3 4 5
Dull Stimulating
Example or comments:

14. Does he/she stimulate thinking?

1 2 3 4 5
Dull Stimulating
Example or comments:

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

1 2 3 4 5
Poor Excellent
Example or comments:

Characteristics of the Program

1. Are the objectives of the program clear?

1 2 3 4 5
Unclear
Example or Comments:

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

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

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

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

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

1 2 3 4 5
Poor Excellent

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

3. Are the daily evaluation procedures fair?

1 2 3 4 5
Unfair Fair
Example or comments:

6. Are the assessment tests used for
placement fair?

1 2 3 4 5
Unfair Fair
Example or comments:

RESOLUTION INCREASING THE CONTRACT AMOUNT WITH ENVIRONMENTAL TESTING CONSULTANTS, LLC BY \$2,000.00 RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$12,000.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on August 17, 2011, authorizing the execution of a contract between the County of Gloucester and Environmental Testing Consultants, LLC, with offices at One Mall Drive, Cherry Hill NJ for provision of providing Lead Risk Assessment Services; and

WHEREAS, the total amount of the original contract was \$10,000.00 for provision of providing Lead Risk Assessment Services; and

WHEREAS, the contract is amended due to an unanticipated increase in applications for the Home Rehabilitation Program which has projects that require lead risk assessments as more eligible units were constructed prior to 1978; and

WHEREAS, an amendment due to provide additional financial assistance through the Community Development Block Grant Program (CDBG) Grant Funds which are available through the US Department of Housing and Urban Development; and

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

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$2,000.00, pursuant to C.A.F. #12-06460 which amount shall be charged against budget line item T-03-08-611-170-21288.

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 be and are hereby authorized to execute an amendment to the contract between the County of Gloucester and Environmental Testing Consultants, LLC to increase the total contract amount by \$2,000.00 resulting in a new contract amount of \$12,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

B5

**AMENDMENT TO CONTRACT
WITH
ENVIRONMENTAL TESTING CONSULTANTS, LLC**

THIS is an amendment to a contract entered into on the 17th day of August, 2011, with **Environmental Testing Consultants, LLC** with offices at One Mall Drive Cherry Hill, New Jersey, hereinafter referred to as "**Subrecipient**".

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

The Contract is amended to provide that the total contract amount is increased by \$2,000.00, resulting in a new total contract amount of \$12,000.00. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$12,000.00, pursuant to CAF #12-06460.

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

THIS ADDENDUM is effective as of the 25th day of July, 2012.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ENVIRONMENTAL TESTING CONSULTANTS, LLC

(Please Print Name)

35

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

Certificate of Availability of Funds

TREASURER'S NO. 12-06460

DATE 7/12/12

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Economic Dev.
T-03-08-611-170-21288

AMOUNT OF CERTIFICATION \$2,000.00 COUNTY COUNSEL Emmett Pumas

DESCRIPTION: Amending a contract with Environmental testing Consultants, LLC, increasing the funding amount by \$2,000.00

VENDOR: Environmental Testing Consultants, LLC

ADDRESS: One Mall Drive, Suite 404
Cherry Hill, NJ 08002

[Signature]
7/12/12 DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-18-12

July 25, 2012

BLE

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
MODIFICATION #1 TO FEDERAL AID AGREEMENT # 09-DT-BLA-497
WITH THE NJDOT TO DECREASE FUNDING IN THE AMOUNT OF
\$1,508,314.00 IN REGARD TO FEDERAL PROJECT #FS-0177 (106)**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on September 2, 2009, authorizing the execution of Federal Aid Agreement #09-DT-BLA-497 in the total amount of \$4,126,930.00 between the County and the NJ Department of Transportation (hereinafter "NJDOT") (hereinafter the "Agreement") for Resurfacing and Safety Improvements to Tuckahoe Road (CR555) in the Townships of Franklin and Monroe, Federal Project # FS-0177 (106), County and Engineering Project #08-15 FA (hereinafter "Project"); and

WHEREAS, a modification to the Agreement is necessary, which will decrease the total amount of same by \$1,508,314.00, resulting in the new total Agreement amount of \$2,618,616.00; and

WHEREAS, all other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute Agreement Modification No. 1 to Federal Aid Agreement #09-DT-BLA-497 by and between the County and the NJDOT to decrease the said agreement by \$1,508,314.00 for the aforementioned purposes on behalf of the County.

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement #09-DT-BLA-497 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 25, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$130,000.00 FOR COUNTY PUBLIC WORKS PROJECT #12-08

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the County Public Works project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County," Public Works Project #12-08 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on July 06, 2012; and

WHEREAS, after following proper public bidding procedure, it was determined that Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, New Jersey, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$130,000.00; and

WHEREAS, the County's Purchasing and Public Works Departments recommend the award of a contract to Bud for the Project in the amount of \$130,000.00; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$130,000.00, pursuant to C.A.F. #12-05862, which amount shall be charged against budget line item C-04-12-012-290-12214.

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 and directed to execute a contract with Bud for the Project in the amount of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B7

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BUD CONCRETE, INC.**

THIS CONTRACT is made effective this **25th** day of **July, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **BUD CONCRETE, INC.**, with offices at 133 Sewell Road, Sewell, New Jersey, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all the labor, equipment and materials required for the construction of the County Public Works project known as: "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County", Public Works Project #12-08 (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said work by providing all labor, equipment and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence work on the Project upon the County issuing a Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within one hundred eighty (180) days after the issuance of the Notice to Proceed.

2. COMPENSATION. Contractor shall be compensated in the amount of **\$130,000.00** for all labor, equipment and materials required to construct the **Project**, as per the Specifications issued by the County identified as **12-08** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which are also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

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 permit 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 Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall 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, and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certificates of said insurance to County, naming the County as an additional insured.

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

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that

event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

14. PROCEDURE FOR PAYMENT OF BILLS. The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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.** 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 governmental or quasi-governmental entity, agency or department having jurisdiction pertaining to the performance of Contractor's work.

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

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Bid, 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, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this **25th** 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

BUD CONCRETE, INC.

By: _____

(Please Print Name)

**Office of the County Engineer
County of Gloucester**
Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County
Public Works Project #12-08

SUMMARY OF BIDS



SPECIFICATION NO. 12-08

Bid Date: Friday, July 06, 2012

Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 4		Bidder 2 of 4		Bidder 3 of 4		Bidder 4 of 4	
				Amount	Unit Price						
1	Mobilization	1	L.S.	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
2	Construction Layout	1	L.S.	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00
3	Clearing Site	1	L.S.	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Excavation	200	C.Y.	\$40.00	\$8,000.00	\$20.00	\$4,000.00	\$1.00	\$200.00	\$25.00	\$5,000.00
5	9" x Variable Height Concrete Vertical Curb	1,000	L.F.	\$40.00	\$40,000.00	\$42.00	\$42,000.00	\$30.00	\$30,000.00	\$42.00	\$42,000.00
6	Concrete Sidewalk, 4" Thick	1,200	S.Y.	\$38.00	\$45,600.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$68.00	\$81,600.00
7	Detectable Warning Surface	70	S.Y.	\$120.00	\$8,400.00	\$210.00	\$14,700.00	\$300.00	\$21,000.00	\$200.00	\$14,000.00
8	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Concrete Driveway Reinforced, 6" Thick	300	S.Y.	\$55.00	\$16,500.00	\$48.00	\$14,400.00	\$60.00	\$18,000.00	\$68.00	\$20,400.00
10	Topsoling, 4" Thick	50	S.Y.	\$10.00	\$500.00	\$1.00	\$50.00	\$10.00	\$500.00	\$1.00	\$50.00
11	Fertilizing and Seeding, Type A-3	50	S.Y.	\$10.00	\$500.00	\$1.00	\$50.00	\$10.00	\$500.00	\$1.00	\$50.00
12	Straw Mulching	50	S.Y.	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
Total Bid*				\$130,000.00	\$130,000.00	\$156,550.00	\$156,550.00	\$157,701.00	\$157,701.00	\$176,150.00	\$176,150.00

*total revised from bid/math error

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

*Project 12-08 Summary of Bids 12-08 Summary of Bids

created: March 30, 2012
completed:

B7

B8

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$29,173.03 IN REGARD TO ENGINEERING PROJECT #11-03FA

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the proposed Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County, Federal Project #STP-0144(109), Engineering Project #11-03FA (hereinafter "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to South State (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08312, for and in the amount of \$1,431,989.20 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the contract with South State, Inc. by \$29,173.03, resulting in a new total contract amount of \$1,461,162.23; and

WHEREAS, the said change order is necessitated by furnishing and installation of a concrete barrier system for traffic protection during the work on Bridge 9-1-J, allowing for one lane of traffic to flow without the need to close the bridge that is part of the Project; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the said change order in the amount of \$29,173.03, pursuant to C.A.F. #12-06398, which amount shall be charged against budget line item C-04-12-012-165-12228.

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

1. The hereinabove referenced Change Order Increase #01 to increase the County's Contract with South State for the Project in the amount of \$29,173.03, resulting in a new total adjusted contract amount of \$1,461,162.23, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 1 regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 25, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B8

Project # 11-03FA

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

1. Name & Address of Vendor: South State, Inc
202 Reeves Road
Bridgeton, NJ 08302
2. Description of Project or Contract: Proposed Resurfacing and Safety Improvements to County Road 553 (Buck Road), from Salem County Line to Thornwood Drive in the Townships of Franklin and Elk
3. Date of Original Contract: 06/13/2012
4. P.O. Number:
5. Amount of Original Contract: \$ 1,431,989.20
6. Amount of this Change Order #1 \$ 29,173.03
7. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$ 1,461,162.23
8. Need or Purpose of this Change Order: Furnish and install concrete barrier system for traffic protection during the work on Bridge 9-1-J and allow for one lane of traffic to flow without the need to close the bridge completely.

This change order requested by *R. M. Damminger* on 7-12-12
(Department Head) (Date)

Accepted by *Anthony DeLatta* on 7/19/12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLeila, Clerk

By: _____
Robert M. Damminger, Director

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

B8

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 1
Order Letter: _____
Date: 7/3/2012

Project: Proposed Resurfacing and Safety improvements to County Road 553 (Buck Road), from Salem County line to Thomwood Drive in the Townships of Franklin and Elk
Federal Project No: STP-0144(109) Doc. No. _____
Contractor: South State, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Buck Road, Townships of Franklin and Elk

Nature and reason for order: Concrete Barrier System required for traffic protection during the work on Bridge 9-1-J and allow for traffic flow without closing the bridge completely

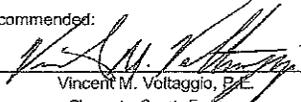
___ Extension ___ Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$1,431,989.20	\$0.00	\$1,431,989.20
Adjusted amount based on orders No. 1:	\$1,461,162.23	\$0.00	\$1,461,162.23

CONTRACT TIME
Original Completion Date: 9/7/12
Adjustment This Order: (+ or -) 0
Previous Adjustments: (+ or -) 0
Adjusted Completion Date:

ORDER NO.	X Road	Bridge	___ Other
1			
	Road	Bridge	Total
Extra Work:	\$29,173.03	\$0.00	\$29,173.03
Increases:	\$0.00	\$0.00	\$0.00
Decreases:	\$0.00	\$0.00	\$0.00
Total:	\$29,173.03	\$0.00	\$29,173.03

RESERVED FOR FHWA OR F.T.A.

Recommended:

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

7-12-12
Date

Approved:

Robert M. Damming
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:
Director, Local Aid & Economic Development Date

Accepted:

Contractor's Authorized Signature

7/4/12
Date

Name: Anthony Desantis
Title: Project Engineer

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date
Input Submitted by: _____ Date
Certification of Funds:
Director of Accounting & Auditing Date

Unprotested
 Protested by letter dated _____ attached.

BB

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

Certificate of Availability of Funds

TREASURER'S NO. 12-06398 DATE July 10, 2012

C-04-12-012-165-12228 (\$29,173.03) Engineering

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

AMOUNT OF CERTIFICATION \$29,173.03 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

Contract Change Order #01-Increase, for furnishing and installation of concrete barrier system for traffic protection during the work on Bridge 9-1-J, allowing for one lane of traffic to flow without the need to close the bridge, for the project, Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County," as per Federal Project #STP-0144(109), Engineering Project #11-03FA.

VENDOR: South State, Inc.

ADDRESS: P.O. 68

Bridgeton, NJ 08302


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

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 25, 2012

B9

RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO NJDEP TO EXTEND WETLANDS PERMITS FOR ROAD IMPROVEMENTS TO KINGS HIGHWAY REQUIRED BY THE COUNTY PLANNING BOARD REGARDING A DEVELOPMENT IN WOOLWICH TOWNSHIP KNOWN AS THE VILLAGES AT WEATHERBY BY SUMMIT VENTURES, LLC

WHEREAS, the Gloucester County Planning Board (hereinafter the "Board") reviews applications concerning site plans and subdivisions for developments impacting the County of Gloucester's (hereinafter the "County") roadways and drainage facilities; and

WHEREAS, the Villages at Weatherby (hereinafter the "Project") is a development located within Woolwich Township (hereinafter the "Township") whose proposed construction impacted Kings Highway (CR 620) which is a County roadway; and

WHEREAS, one of the requirements in granting Board approval for the Project to the applicant-developer, Summit Ventures, L.L.C. (hereinafter "Summit"), was for Summit to grant an easement for right-of-way to the County to allow for the widening of the said County road by Summit as part of the Project; and

WHEREAS, part of the road-widening area impacted wetlands, necessitating an application be made to the NJDEP Land Use Regulation Program for applicable permits; and

WHEREAS, the County previously made application, and was issued a Statewide General Wetland Permit No. 10-B authorizing wetland disturbances regarding the widening of Kings Highway (CR 620) in August 2007 for the Project; and

WHEREAS, the Statewide General Wetland Permit No. 10-B will expire on August 12, 2012; and

WHEREAS, Summit has requested that the County file an application for an extension of the said permit, with Summit continuing to be responsible for payment of all costs and fees, and assuming all liability, as well as providing all insurance coverage protection, for and regarding the said permit; and

WHEREAS, it is in the interest of the County to file such application to extend the permit in order to benefit from the road improvements and road widening of the above said County road by Summit as part of the Project.

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

1. The Freeholder Director, and Clerk of the Board, are authorized to execute the pertinent LURP-#2 Application for the Freshwater Wetlands Statewide General Permit No. 10-B, and other such documents as may be necessary, on behalf of the County, in order to obtain an extension of the said permit;
2. The Freeholder Director, and Clerk of the Board, are hereby authorized to execute any appropriate documents, as required by the NJDEP, in order to obtain extension of the said permit;
3. This Resolution is contingent upon proof of insurance from Summit; and Summit's compliance with all terms and conditions of its Agreement with the County dated October 25, 2006; and
4. All pertinent Agreements, applications and permits shall be reviewed by County Counsel prior to execution.

ADOPTED at a meeting of the Board of Chosen Freeholders, County of Gloucester held on the 25th day of July 2012.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST: _____
ROBERT N. DILELLA, CLERK

NOV 03 2006

villages - county
I

B9

COPY
for your files

AGREEMENT

THIS AGREEMENT made this 25 day of October, 2006, by and between Summit Ventures, LLC, a New Jersey limited liability company, located at Landmark II, Suite 107, 1920 Frontage Road, Cherry Hill, NJ 08002 (hereinafter referred to as "Applicant"), and County of Gloucester, a municipal corporation of the State of New Jersey with offices at 1 N. Broad Street, Woodbury, NJ 08096, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Applicant is the developer of lands and premises situate in the Township of Woolwich, County of Gloucester, State of New Jersey and known and designated as Blocks 32 & 38, Lots 1, 3, 5 and 6.01; and

WHEREAS, Applicant has submitted a subdivision application before the Gloucester County Planning Board (*file #WO-0240I*) to develop said property into Villages at Weatherby, containing residential units, *i.e.*, Village 1 with 90 Units, Village 2 with 256 units and Village 3 with 192 units, and will be implementing improvements affecting two County Roads, *i.e.*, Auburn Road (CR 551) and Kings Highway/Sharptown Road (CR 620); and

WHEREAS, prior to final approval, a requirement of the GCPD is that certain right-of-ways or easements be granted to the County of Gloucester; and

WHEREAS, said right-of-way or road-widening and other improvements are partially located within a wetlands area; and

WHEREAS, it is necessary for a Land Use Regulation Program Application Form (LURP-#1) application to be filed with the New Jersey Department of Environmental Protection (NJDEP) in accordance with State regulations, and for General Permit no. 10B, Stream Encroachment Permit, and other such permits required by NJDEP; and

WHEREAS, Applicant shall have the responsibility to prepare and file said application, and to pay any costs associated with said preparation and filing; and

WHEREAS, the Director of the Gloucester County Planning Department shall have the authority to sign the application for permits, in accordance with the pertinent Resolution of the Board of Chosen Freeholders, County of Gloucester, authorizing same.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Applicant, Summit Ventures, LLC, shall complete and file a LURP Form with the State of New Jersey, DEP, naming the County of Gloucester as the applicant, in order to fulfill any and all requirements of the NJDEP, and shall pay all costs associated with application and permit fees. The County, on behalf of Applicant, shall sign the LURP Form and permit application.
2. Applicant will comply with all conditions of NJDEP as to the LURP and Permits, and any other applicable conditions of the NJDEP.
3. Applicant will supply copies of all necessary engineering designs which have been signed and sealed by a licensed NJ professional engineer for GCPD approval.
4. Applicant shall post any appropriate performance guaranty as required by the County.
5. Upon approvals and permits being obtained, Applicant shall provide materials, equipment and labor to complete the work as to the road widening, at Applicant's expense. The County is not responsible for, nor shall contribute in any part to the cost of materials, labor, equipment, etc. in relation to this application or work necessary to complete said right-of-way or road widening.

6. Applicant must obtain a permit from the Gloucester County Highway Department for any work within the County right-of-way. Should the County require a bond for anticipated work within the right-of-way, Applicant shall post a bond and secure the County road widening permit.

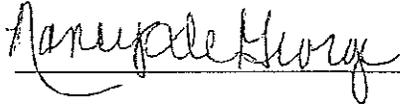
7. Applicant warrants that all items required by law to be completed and performed in order to carry out this Agreement, have been or will be completed and performed.

8. Applicant certifies that an insurance contract covering its operation, vehicles and property in Woolwich Township, New Jersey, will name the County as an additional insured. The policy will contain general commercial liability coverage, with \$1,000,000.00 coverage for each single occurrence, \$1,000,000.00 personal injury, and \$2,000,000.00 general aggregate, as well as \$5,000,000.00 umbrella coverage for excess liability. The County is named as an additional insured on Developer's current policy, a copy of which is attached as Exhibit A.

9. The Applicant, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damages resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Applicant's services or to any other persons, or from any damage to any property sustained in connection with the Agreement on 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 Applicant's failure to provide for the safety and protection of its employees, or from Applicant's performance or failure to perform pursuant to the terms and provisions of this Agreement. This Applicant's liability under this Agreement shall survive and continue after the termination of this Agreement, with respect to any liability, loss, expense or damage resulting from its acts occurring prior to termination.

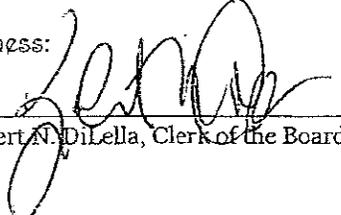
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

Witness:
Jersey





Witness:



Robert N. DiLella, Clerk of the Board

SUMMIT VENTURES, L.L.C. a New
Limited Liability Company

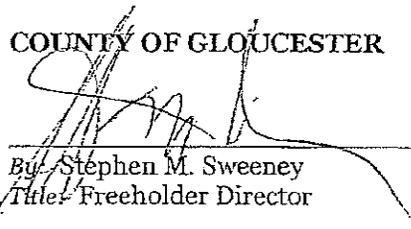


By: COWICH ASSOCIATES, Member
Kenneth J. Schatz, Authorized Partner



By: TWENTY TWENTY, LLC, Member
Andrew G. Long, Authorized Member

COUNTY OF GLOUCESTER



By: Stephen M. Sweeney
Title: Freeholder Director



consulting engineer services
Engineers, Planners, and Land Surveyors

June 12, 2012

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President - Engineering

Margaret Kulik, PLS
Vice President - Surveying

James M. Colangelo, Jr., PE, PP, CME
CEO Emeritus

Mr. Paul Esposito
Gloucester County Planning Department
1200 North Delsea Drive
Clayton, New Jersey 08312

**RE: NJDEP Statewide General Wetland Permit 10-B
Villages at Weatherby
(for) Proposed Improvements to Kings Highway (CR 620)
Woolwich Township, Gloucester County, NJ**

Dear Mr. Esposito:

In August 2007, Gloucester County was issued a Statewide General Wetland Permit No. 10-B (copy attached) authorizing wetland disturbances resulting from the proposed widening of Kings Highway. The permit was obtained, by CES, on behalf of Summit Ventures, as part of the overall Weatherby project. This permit will expire on August 1, 2012, and CES has been requested, by Summit Ventures, to apply to the NJDEP for an extension. The associated application is required to be submitted prior to August 1, 2012.

The application for a permit extension will require the submittal of the plans and documents previously approved by the NJDEP, as well as a new application form. As the applicant and owner, Gloucester County previously signed the application form (copy attached). In order to apply for the permit extension, we are requesting that the County sign the enclosed "new" application form. Areas requiring signatures have been indicated on the application form.

Additionally, it will be required that the County of Gloucester sign the Bog Turtle and Swamp Pink certifications, required by the NJDEP (copies included). CES has previously evaluated the areas proposed for the road improvement projects for the presence of swamp pink and bog turtle habitat. Based on this evaluation, no suitable habitat was identified. Therefore, (as with the previous application) no additional issues related to either swamp pink or bog turtle, are anticipated.

150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

P:\1500-1999\1906-16\correspondence\esposito.road.permits.061212.doc

Page 2

Please feel free to contact our office if you have any questions or comments regarding this request.

Very truly yours,



Michael C. Dupras
Senior Environmental Specialist

Enc.

cc: K. Schatz, Summit Ventures
J. Miller, Summit Ventures
L. Ragone, Summit Ventures
B. Ralston, CES



State of New Jersey
Department of Environmental Protection
 Division of Land Use Regulation Application Form (LURP-2)
 Division of Land Use Regulation
 501 E. State Street Mail Code 501-02A P.O. Box 420
 Trenton, NJ 08625-0420
 www.nj.gov/dep/landuse



PLEASE PRINT OR TYPE THE FOLLOWING: (Complete all sections unless otherwise noted)

- Applicant Name:** County of Gloucester Email: _____
 Address: 1200 North Delsea Drive City: Clayton
 State: NJ Zip: 08312 Daytime Phone: 856-307-6650 Ext.: _____ Cell Phone: _____
- Agent Name:** Michael C. Dupras Firm: Consulting Engineer Services Email: mdupras@ces-1.com
 Address: 150 Delsea Drive, Suite 1 City: Sewell
 State: NJ Zip: 08080 Daytime Phone: 856-228-2200 Ext.: 214 Cell Phone: _____
- Property Owner Name:** Same as applicant Email: _____
 Address: _____ City: _____
 State: _____ Zip: _____ Daytime Phone: _____
- Project Name:** CR 620 Road Widening Site Location (Street Address): Kings Highway between MP 1.9 to 2.4
 Zip: 08085 Municipality: Woolwich Township County: Gloucester
 Block(s): 28.02/32 Lot(s): 3/3
 N.A.D. 1983 State Plane Coordinates (feet) 6 digits only: E (x): 261,441 N (y): 328,692
 Nearest Waterway: Unnamed tributary to the Watershed: Raccoon Creek/Birch Creek subwatershed: _____
- Fees:** Total Fee: Raccoon Creek Project Cost: _____ Check No: _____
\$240.00
- Project Description:** _____

7. Application(s) for: Check all that apply (Please follow directions on page 5)

	Application Type	Fee Amt	Amt Paid
	Flood Hazard Area		
<input type="checkbox"/>	FHA Verification		
<input type="checkbox"/>	FHA Individual Permit		
<input type="checkbox"/>	FHAGP1 / Chan Clean w/o Sed Removal	No Fee	No Fee
<input type="checkbox"/>	FHAGP1 / Chan Clean w/Sed Removal	No Fee	No Fee
<input type="checkbox"/>	FHAGP2A / Ag - Bank Restoration		
<input type="checkbox"/>	FHAGP2B / Ag - Channel Cleaning		
<input type="checkbox"/>	FHAGP2C / Ag - Road Crossing		
<input type="checkbox"/>	FHAGP2D / Ag - Wetlands Restoration		
<input type="checkbox"/>	FHAGP2E / Ag - Livestock Ford		
<input type="checkbox"/>	FHAGP2F / Ag - Livestock Fence		
<input type="checkbox"/>	FHAGP2G / Ag - Livestock Water Intake		
<input type="checkbox"/>	FHAGP3 / Bridge/Culvert Scour Protection		

	Application Type	Fee Amt	Amt Paid
	Flood Hazard Area		
<input type="checkbox"/>	FHAGP4 / Stormwater Maintenance		
<input type="checkbox"/>	FHAGP5 / Building Relocation		
<input type="checkbox"/>	FHAGP6 / Rebuild Damaged Home	No Fee	No Fee
<input type="checkbox"/>	FHAGP7 / Residential in Tidal FHA		
<input type="checkbox"/>	FHAGP8 / Utility Crossing <50acres		
<input type="checkbox"/>	FHAGP9 / Road Crossing <50acres		
<input type="checkbox"/>	FHAGP10 / Stormwater Outfall <50acres		
<input type="checkbox"/>	Revision of a GP, IP or Verification		
<input type="checkbox"/>	Transfer of an Approval		
<input type="checkbox"/>	FHA Ind Permit Equivalency/CERCLA		
	Stormwater Review Fees		
<input type="checkbox"/>	Fee for all Stormwater Reviews		

Revised 06/30/2011

	Application Type	Fee Amt	Amt Paid
	Applicability Determination		
<input type="checkbox"/>	Coastal Jurisdictional Determination	No Fee	No Fee
<input type="checkbox"/>	Highlands Jurisdictional Determination	No Fee	No Fee
<input type="checkbox"/>	Flood Hazard Area Applicability	No Fee	No Fee
<input type="checkbox"/>	Executive Order 215	No Fee	No Fee
	CAFRA		
<input type="checkbox"/>	Individual Permit		
<input type="checkbox"/>	Exemption Request		
<input type="checkbox"/>	Permit Modification		
<input type="checkbox"/>	CAFGP5 / Amusement Pier Exp		
<input type="checkbox"/>	CAFGP6 / Beach/Dune Maintenance		
<input type="checkbox"/>	CAFGP7 / Voluntary Reconstruction		
<input type="checkbox"/>	CAFGP8 / New Single Family or Duplex		
<input type="checkbox"/>	CAFGP9 / Reconstruct Single Fam/Dup		
<input type="checkbox"/>	CAFGP10 / New Bulkhead/Fill Lagoon		
<input type="checkbox"/>	CAFGP11 / Revetment		
<input type="checkbox"/>	CAFGP12 / Gabions		
<input type="checkbox"/>	CAFGP13 / Support Facilities/ Marina		
<input type="checkbox"/>	CAFGP14 / Reconst Bulkhead A/MHWL		
<input type="checkbox"/>	CAFGP15 / Hazard Waste Clean-up		
<input type="checkbox"/>	CAFGP16 / Landfall of Utilities		
<input type="checkbox"/>	CAFGP17 / Recreat Facility Public Park		
<input type="checkbox"/>	CAFGP18/BulkheadConstruct/Fill upland		
<input type="checkbox"/>	CAFGP21 / Shoreline Stabilization		
<input type="checkbox"/>	CAFGP22 / Avian Nesting Structures		
<input type="checkbox"/>	CAFGP23 / Electrical Sub Facility		
<input type="checkbox"/>	CAFGP24 / Legalize Filling of Tidelands		
<input type="checkbox"/>	CAFGP25 / Construct Telecom Tower		
<input type="checkbox"/>	CAFGP26 / Tourism Ind Construction		
<input type="checkbox"/>	CAFGP27 / Geotechnical Borings		
<input type="checkbox"/>	CAFGP29 / Habitat Creation/Enhance		
<input type="checkbox"/>	CAFGP30 / 1 to 3 Turbines < 200 Feet		
<input type="checkbox"/>	CAFGP31 / Wind Turbines < 250 Feet		
<input type="checkbox"/>	Individual Permit Equivalency/CERCLA		
	Waterfront Development		
<input type="checkbox"/>	WDGP10 / New Bulkhead/Fill Lagoon		
<input type="checkbox"/>	WDGP14 / Reconstruct Bulkhead		
<input type="checkbox"/>	WDGP19/Dock/Piers, Boat Lifts Lagoon		
<input type="checkbox"/>	WDGP20 / Minor Maint Dredge Lagoon		
<input type="checkbox"/>	WDGP21 / Shoreline Stabilization		
<input type="checkbox"/>	Individual Permit/Upland		
<input type="checkbox"/>	Individual Permit/Inwater		
<input type="checkbox"/>	Zane Letter		
<input type="checkbox"/>	Modification		
<input type="checkbox"/>	Individual Permit Equivalency/CERCLA		
	Highlands		
<input type="checkbox"/>	Emergency Permit		
<input type="checkbox"/>	Pre-application Meeting		
<input type="checkbox"/>	Preservation Area Approval		
<input type="checkbox"/>	PAA with Waiver		
<input type="checkbox"/>	Resource Area Determination footprint		
<input type="checkbox"/>	Resource Area Determination <acre		
<input type="checkbox"/>	Resource Area Determination >acre		
<input type="checkbox"/>	HPAAGP 1/ Habitat Creation/Enhance		
<input type="checkbox"/>	HPAAGP 2 Bank Stabilization		
	Consistency Determination		
<input type="checkbox"/>	Water Quality Certificate		
<input type="checkbox"/>	Federal Consistency	No Fee	No Fee
<input type="checkbox"/>	HMC Water Quality Certificate		

	Application Type	Fee Amt	Amt Paid
	Coastal/Tidal Wetlands		
<input type="checkbox"/>	Coastal/Tidal Wetlands Permit		
<input type="checkbox"/>	Coastal Wetland Permit Modification		
	Freshwater Wetlands		
<input type="checkbox"/>	FWGP1 / Main. & repair Exist Feature		
<input type="checkbox"/>	FWGP2 / Utility Crossing		
<input type="checkbox"/>	FWGP3 / Discharge of Return Water		
<input type="checkbox"/>	FWGP4 / Hazard Site Invest/Cleanup		
<input type="checkbox"/>	FWGP5 / Landfill Closure		
<input type="checkbox"/>	FWGP6 / Filling of NSWC		
<input type="checkbox"/>	FWGP6A /TA- Filling of NSWC		
<input type="checkbox"/>	FWGP7 / Fill ditch / swale		
<input type="checkbox"/>	FWGP8 / House Addition		
<input type="checkbox"/>	FWGP9 / Airport Sightline Clearing		
<input type="checkbox"/>	FWGP10A / Very Minor Road Crossing		
<input type="checkbox"/>	FWGP10B / Minor Road Crossing		
<input type="checkbox"/>	FWGP11 / Outfalls / Intakes		
<input type="checkbox"/>	FWGP12 / Survey / Investigation		
<input type="checkbox"/>	FWGP13 / Lake Dredging		
<input type="checkbox"/>	FWGP14 / Water Monitoring		
<input type="checkbox"/>	FWGP15 / Mosquito Control		
<input type="checkbox"/>	FWGP16 / Habitat Create / Enhance	No Fee	No Fee
<input type="checkbox"/>	FWGP17 / Trails / Boardwalks		
<input type="checkbox"/>	FWGP17A / Multiuse paths		
<input type="checkbox"/>	FWGP18 / Dam Repairs		
<input type="checkbox"/>	FWGP19 / Dock or Pier		
<input type="checkbox"/>	FWGP20 / Bank Stabilization		
<input type="checkbox"/>	FWGP21 / Above Ground Utility		
<input type="checkbox"/>	FWGP23 / Expand Cranberry		
<input type="checkbox"/>	FWGP24 / Spring Developments		
<input type="checkbox"/>	FWGP25 / Malfunction Septic System	No Fee	No Fee
<input type="checkbox"/>	FWGP26 / Channel / Stream Clean		
<input type="checkbox"/>	FWGP27 / Redevelop Disturbed Site		
<input type="checkbox"/>	FWGP Modification		
<input checked="" type="checkbox"/>	FWGP Extension	240.00	240.00
<input type="checkbox"/>	Individual Wetlands Permit		
<input type="checkbox"/>	Individual Open Water Permit		
<input type="checkbox"/>	Individual Permit Mod. Major/Minor		
<input type="checkbox"/>	Individual Permit Extension		
<input type="checkbox"/>	Wetlands Exemption		
<input type="checkbox"/>	Permit Equivalency/CERCLA		
	Letter of Interpretation		
<input type="checkbox"/>	Presence Absence		
<input type="checkbox"/>	Presence Absence Footprint		
<input type="checkbox"/>	Delineation		
<input type="checkbox"/>	Verification		
<input type="checkbox"/>	Extension		
	Transition Area Waiver		
<input type="checkbox"/>	Averaging Plan		
<input type="checkbox"/>	Reduction		
<input type="checkbox"/>	Hardship Reduction		
<input type="checkbox"/>	Special Activity Stormwater		
<input type="checkbox"/>	Special Activity Linear Development		
<input type="checkbox"/>	Special Activity Redevelopment		
<input type="checkbox"/>	Special Activity Individual Permit		
<input type="checkbox"/>	Exemption		
<input type="checkbox"/>	Modification Major/Minor		
<input type="checkbox"/>	Extension		

Both the Applicant and Property owner's section must be filled out for all Land Use Regulation Applications

A. APPLICANT SIGNATURE

I certify under penalty of law that the information provided in this document is true and accurate. I am aware that there are significant civil and criminal penalties for submitting false or inaccurate information. (If corporate entity, print/type the name and title of person signing on behalf of the corporate entity.)

Signature of Applicant/Owner

Signature of Applicant/Owner

Date

Date

County of Gloucester

Print Name

Print Name

1200 N. Delsea Drive, Clayton, NJ 08312

Print Address

Print Address

B. PROPERTY OWNER'S CERTIFICATION

I hereby certify that the undersigned is the owner of the property upon which the proposed work is to be done. This endorsement is certification that the owner grants permission for the conduct of the proposed activity. In addition, I hereby give unconditional written consent to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection or survey of the project site.

In addition, the undersigned property owner hereby certifies:

1. Whether any work is to be done within an easement – Yes: No:
2. Whether any part of the entire project (e.g., pipeline, roadway, cable, transmission line, structure, etc.) will be located within property belonging to the State of New Jersey-Yes: No:
3. Whether any work is to be done on any property owned by any public agency that would be encumbered by Green Acres -- Yes: No:
4. Whether any part of this project requires a Section 106(National Register of Historic Places) Determination as part of a federal permit or approval – Yes: No:

Signature of Owner

Signature of Owner

Date

Date

County of Gloucester

Print Name

Print Name

1200 N. Delsea Drive, Clayton, NJ 08312

Print Address

Print Address

C. **APPLICANT'S AGENT**

NOTE: Notary seal is required for Flood Hazard Area (SEA) applications.

I, County of Gloucester, the Applicant/Owner, authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name Michael C. Dupras

Occupation/Profession Senior Environmental Specialist

(Signature of Applicant/Owner)

AGENT'S CERTIFICATION

Sworn before me this day of

I agree to serve as agent for the above-mentioned applicant _____ 20____

(Signature of Agent)

Notary Public

D. **STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, SURVEYOR'S OR ENGINEER'S REPORT**

I hereby certify that the plans, specifications and engineer's report, if any, applicable to this project comply with the current rules and regulations of the New Jersey Department of Environmental Protection with the exceptions as noted. In addition, I certify the application is complete as per the appropriate checklist(s).

Signature

Type: Name and Date

Position, Name of Firm

E. **STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)**

I certify under penalty of law that I have personally examined the information submitted in the document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate and complete in accordance with the appropriate checklist(s). I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature

Michael C. Dupras June 12, 2012

Type: Name and Date

Sr. Environmental Specialist, CES

Position, Name of Firm

Please note: In addition to the standard paper submission, an electronic copy of the entire application, including plans, may be submitted on CDROM to assist the Department in the review this application. Plans should be submitted as a CAD file or Shapefile, referenced in NJ state plane feet NAD83. Please do **NOT** send the electronic version via E-Mail.

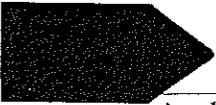
CLEMMYS MUHLENBERGI CERTIFICATION

PROJECT SITE: Roadway Improvements, Kings Highway (CR 620) MP 1.9 to 2.4

MUNICIPALITY: Woolwich Township

COUNTY: Gloucester

STATEMENT: Based on an evaluation of habitat, by Consulting Engineer Services, of the areas proposed for the widening of Kings Highway and the installation of a new culvert (as depicted on the accompanying plans prepared by Consulting Engineer Services), no direct or indirect adverse impacts to bog turtle (*Clemmys muhlenbergii*) or its documented habitat are anticipated.



Applicant

Date

HELONIAS BULLATA CERTIFICATION

PROJECT SITE: Roadway Improvements, Kings Highway (CR 620) MP 1.9 to 2.4,

MUNICIPALITY: Woolwich Township

COUNTY: Gloucester

STATEMENT: Based on an evaluation of habitat, by Consulting Engineer Services, of the areas proposed for the widening of Kings Highway and the installation of a new culvert (as depicted on the accompanying plans prepared by Consulting Engineer Services), no direct or indirect adverse impacts to Swamp Pink (*Helonias bullata*) or its documented habitat are anticipated.



Applicant

Date



State of New Jersey
 Department of Environmental Protection
 Land Use Regulation Program Application Form (LURP #1)
 Land Use Regulation Program
 501 E. State Street P O Box 439
 Trenton, NJ 08625-0439
 www.nj.gov/dep/landuse



PLEASE PRINT OR TYPE THE FOLLOWING: (Complete all sections unless otherwise noted)

Gloucester County
 Planning Department

1. Applicant Name County of Gloucester
 Address 1200 North Delsea Drive Phone 856-307-6650
 City Clayton State NJ Zip 08312
2. Agent Name Michael C. Dupras Firm Consulting Engineer Services
 Address 150 Delsea Drive Phone 856-228-2200
 City Sewell State NJ Zip 08080
3. Property Owner Name Same as applicant
 Address _____ City _____ State _____ Zip _____
4. Project Name CR 620 Road Widening Location of Site (Street Address) Kings Highway between MP 1.9 to 2.4 Zip 08085
 Municipality Woolwich Township County Gloucester
 Block(s) 28/32 Lot(s) 13.01/3
 N.A.D. 1983 State Plane Coordinates E (x) 1,815,875 feet N (y) 327,300 feet
 Nearest Waterway Unnamed tributary to the Raccoon Creek Watershed Raccoon Creek/Birch Creek
5. Total Fees \$500.00 Project Cost _____ Check Number _____
6. Project Description: Applicant is requesting a Statewide General Permit 10B to authorize the widening of Kings Highway between MP 1.9 to 2.4.

FOR OFFICIAL USE ONLY

Program Interest # _____ Class Code _____ Activity # _____
 Type _____ Component Type _____ Highlands Yes _____ No _____
 Proposed activity _____ Fees _____ Greenlight Yes _____ No _____
 Date Received ____/____/____ 20th Day ____/____/____ 90th Day ____/____/____
 PRO _____ Pts _____ Project Engineer _____ Pts _____
 Alternate PI _____ ASU _____ ASU Date ____/____/____
 Program Interest # _____ Class Code _____ Activity # _____
 Type _____ Component Type _____ Fees _____ Pts _____
 Proposed activity _____

Revised 6/22/2005

7. Application(s) for: (Please check all that apply)

Stream Encroachment:	Permit	_____	Waiver	_____
CAFRA:	Individual Permit	_____	General Permit	_____
	Exemption Request	_____	Permit by Rule	_____
Freshwater Wetlands:	Individual Permit	_____	General Permit (Specify #)	10B
	Transition Area Waiver	_____	Letter of Interpretation	_____
	Exemption Request	_____	Open Water Fill Permit	_____
Waterfront Development:	Residential	_____	Commercial	_____
Upland Waterfront Development:	Residential	_____	Commercial	_____
Water Quality Certificate	_____		Tidal Wetlands (1970)	_____
Federal Consistency Determination	_____		Jurisdictional Determination	_____
Highlands	Highlands Resource Area Determination	_____	Highlands Preservation Area Approval (HPAA)	_____
	HPAA with Waiver	_____	HPAA Emergency	_____
	Highlands Pre- Application	_____		

Permit Modification (specify) _____

Other (specify) _____

8. Indicate below all Federal, State, County and Municipal approvals, denials or certifications received for the project site or are required for the proposed project: *In Column A, indicate application status: (P for - pending, A for - approved, D for - denied, T for - to be applied for, or O for - other (explain other). *In Column B, indicate application, permit, or docket number.

	A	B		A	B
CAFRA Permit	_____	_____	Stream Encroachment Permit	_____	_____
CAFRA Exemption	_____	_____	Stream Encroachment Waiver	_____	_____
Waterfront Development Permit	_____	_____	Water Quality Certificate	_____	_____
Tidal Wetlands (1970) Permit	_____	_____	Tidelands (Riparian) Conveyance	_____	_____
Statewide General FWW Permit	P	This application	Dam Safety Permit	_____	_____
Freshwater Wetlands LOI	A	0824-02-0002.1 FWW 020001	Pinelands Certificate of Filing	_____	_____
Freshwater Wetlands	_____	_____	D & R Canal Commission	_____	_____
Transition Area Waiver	_____	_____	Certificate	_____	_____
Freshwater Individual Permit	_____	_____	Highlands Resource Area Determination	_____	_____
Freshwater Wetlands Exemption	_____	_____	Highlands Applicability	_____	_____
			& WQMP Consistency Determination	_____	_____
Federal Permits (Specify)	_____	_____	Permit Modification (specify # & type)	_____	_____
State Permits (Specify)	_____	_____	Municipal (specify)	_____	_____

Attached additional sheets if there are additional approvals .

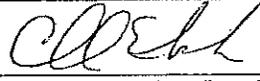
C. APPLICANT'S AGENT

NOTE: Notary seal is required for Flood Hazard Area (SEA) applications.

I County of Gloucester, the Applicant/Owner, authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name Michael C. Dupras

Occupation/Profession Senior Environmental Specialist



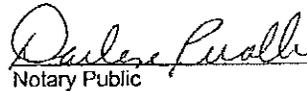
(Signature of Applicant/Owner)

AGENT'S CERTIFICATION

Sworn before me this day of

December 11 2006

I agree to serve as agent for the above-mentioned applicant


(Signature of Agent)
Notary Public

DARLENE PIROLI
Notary Public of New Jersey
My Commission Expires August 24, 2010

D. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, SURVEYOR'S OR ENGINEER'S REPORT

I hereby certify that the plans, specifications and engineer's report, if any, applicable to this project comply with the current rules and regulations of the New Jersey Department of Environmental Protection with the exceptions as noted.


Signature

J. Lee Adams, PE

12/11/06

Type: Name and Date

Project Engineer, Consulting Engineer Services

Position, Name of Firm