

**MINUTES**

7:30 p.m. Wednesday, November 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

Approval of the regular minutes from November 7, 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

47073 Proclamation honoring the 80<sup>th</sup> Year Anniversary Celebration of Weiss True Value Hardware Store (To be presented) (Simmons)

47074 Proclamation Recognizing 2012 African American Women Achievers – Kappa Alpha Psi Fraternity, Inc. (previously presented) (Taliaferro)

47075 Proclamation Proclaiming November 14, 2012 National Educational Support Professionals Day (previously presented) (Barnes)

**INTRODUCTION**

**47076 ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO INCLUDE REGULATIONS FOR PARKING AT LOT U, HUNTER STREET PARKING GARAGE, WOODBURY.** The regulation of parking at the various County-owned parking lots throughout the County is controlled by ordinance. The regulations pertaining to each specific parking lot are contained in Schedule "A" of the ordinance. This Resolution will provide for the regulation of the Hunter Street Parking Garage next to the Gloucester County Justice Complex, designated as Lot U. Parking at Lot U is open to the general public, except for the separate section of the garage having access from Broad Street driveway and the driveway itself, access to both of which will be restricted to official use by the County and the Gloucester County Courts. A public hearing is scheduled for December 5, 2012 at 7:30 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

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**

**47077 RESOLUTION NAMING THE COUNTY'S BIKE TRAIL LOCATED IN THE BOROUGH OF CLAYTON AS THE "AUTUMN PASQUALE BIKE TRAIL".**

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

Comments: N/A

**47078 RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.**

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

Comments: N/A

**47079 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		12-08659 12-08868 12-09414 12-09237 12-00895
Wallace			X	Pg. 124-125 12-09005 12-10006 12-10007 12-10008 12-08266	
Chila	X		X		
Simmons		X	X		12-09940 12-03558 12-03563 12-09859 12-07677
Barnes			X		12-09862 12-09227 12-07679
Taliaferro			X		
Damminger			X		

Comments: N/A

**47080 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**47081 RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION IN THE AMOUNT OF \$600,000.00 PER N.J.S.A. 40A:4-48.**

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

Comments: N/A

**47082 RESOLUTION AUTHORIZING A CONTRACT WITH MERCURY CONSULTING GROUP, LLC (MCG, LLC), TO PROVIDE CONSULTING SERVICES FOR THE COUNTY'S SECURE DATA INFRASTRUCTURE FROM NOVEMBER 9, 2012 TO NOVEMBER 8, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS.**

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

Comments: N/A

**RESOLUTION AUTHORIZING A CONTRACT WITH LINE SYSTEMS, INC., (LSI), TO PROVIDE VOICE SERVICES TO VARIOUS COUNTY LOCATIONS IN AN AMOUNT NOT TO EXCEED \$500,000.00 FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2014 WITH THE COUNTY RESERVING EXTENSION OPTIONS.**

	Motion	Second	Yes	No	Abstain
Nestore	<b>PULLED</b>				
Wallace					
Chila					
Simmons					
Barnes					
Taliaferro					
Damminger					

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**47083 RESOLUTION TO CONTRACT WITH XYLEM DEWATERING SOLUTIONS, INC., TO PURCHASE PUMPS, HOSES, AND ALL PARTS NECESSARY FOR A TOTAL CONTRACT AMOUNT OF \$65,670.00 PURSUANT TO N.J.S.A. 40A:11-6(a).**

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

Comments: N/A

**47084 RESOLUTION AUTHORIZING AN AGREEMENT WITH WHITE OAK ASSOCIATES, LLC TO ASSIST IN THE DEVELOPMENT OF A HOME AFFORDABLE RENTAL HOUSING PROJECT, WHITE OAK LANE IN MANTUA NJ, IN AN AMOUNT NOT TO EXCEED \$100,000.00.**

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

Comments: N/A

**47085 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM NOVEMBER 20, 2012 TO NOVEMBER 19, 2013 :**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF WESTVILLE	\$50,000.00
BOROUGH OF NATIONAL PARK	\$50,000.00
TOWNSHIP OF MANTUA	\$50,000.00
TOWNSHIP OF DEPTFORD (1)	\$50,000.00
TOWNSHIP OF DEPTFORD (2)	\$50,000.00

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

Comments: N/A

**47086 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA 638 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$698,693.00 FOR RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD (CR610) FROM FRIES MILL ROAD (CR655) TO POP KRAMER BOULEVARD IN THE BOROUGH OF CLAYTON.**

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

Comments: N/A

**47087 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-637 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$6,490,682.00 FOR CONSTRUCTION AND SAFETY IMPROVEMENTS PHASE 1 (FY-2012) TO EGG HARBOR ROAD FROM HURFFVILLE -CROSS KEYS ROAD (CR654) TO HURFFVILLE-GRENLOCH ROAD (CR635) IN WASHINGTON TOWNSHIP.**

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

Comments: N/A

**47088 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-640 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$653,788.00 FOR THE RESURFACING OF, AND SAFETY IMPROVEMENTS TO, CENTER STREET (CR603) FROM CHESTNUT BRANCH BRIDGE TO WOODBURY- GLASSBORO ROAD (CR 553) IN THE TOWNSHIP OF MANTUA.**

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

Comments: N/A

**47089 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT # 12-DT-BLA-639 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR GLOUCESTER COUNTY ROADWAY SAFETY IMPROVEMENTS 2012 FOR VARIOUS MUNICIPALITIES, FEDERAL PROJECT # STP-C00S (339), ENGINEERING PROJECT #12-04FA.**

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

Comments: N/A

**47090 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #2 TO FEDERAL AID AGREEMENT #09-DT-BLA-510 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$48,423.00 IN REGARD TO FEDERAL PROJECT #FS-4037 (107), ENGINEERING PROJECT #08-11FA.**

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

Comments: N/A

**47091 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN THE AMOUNT OF \$2,136,263.00 FOR COUNTY ENGINEERING PROJECT #08-04SA.**

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

Comments: N/A

**47092 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$87,598.02 FOR ENGINEERING PROJECT #05-01SA.**

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

Comments: N/A

**47093B-11 RESOLUTION AUTHORIZING THE ENDORSEMENT AND ADOPTION OF THE 2012 COUNTY BICYCLE LANES AND MULTI-PURPOSE TRAILS MAP.**

	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**

**47094 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2013 GLOUCESTER COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$346,965.00 TO PURSUE MUNICIPAL ALLIANCE GRANT PROGRAMS FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.**

	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**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**47095 RESOLUTION AUTHORIZING THE PURCHASE OF A 2012 JOHN DEERE AERCORE 800 AERATOR FROM FINCH SERVICES, INC., FOR USE BY THE PITMAN GOLF COURSE IN THE AMOUNT OF \$17,955.00.**

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

Comments: N/A

**47096 RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAME TIME FOR RED BANK BATTLEFIELD PARK UNDER STATE CONTRACT #A81411 FOR A TOTAL CONTRACT AMOUNT OF \$45,367.68.**

	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

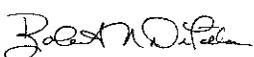
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:04 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



ROBERT N. DILELLA, CLERK

**RECOGNIZING  
GINSEY HOME SOLUTIONS  
GRAND OPENING-RIBBON CUTTING  
NOVEMBER 20, 2012**

*WHEREAS, it is with distinct pleasure that the Gloucester County Board of Chosen Freeholders wishes to honor **Ginsey Home Solutions** on the celebration of the Grand Opening and ribbon cutting ceremony for its new manufacturing headquarters at 2078 Center Square Road in Logan Township, Gloucester County ; and*

*WHEREAS, **Ginsey** was founded in 1952 by a group of innovative individuals focused on the stylish interpretation of every day home products. Its name originated from its founding father, Milton Ginsburg and despite having weathered decades of economic uncertainties, has continued to expand not only in size, but in the broad scope of products destined for retail shelves across North America, renowned for its high manufacturing standards and unparalleled awareness of trends; and*

*WHEREAS, **Ginsey** is one of the most successful licensors of its kind, representing the likes of Nickelodeon's *Dora the Explorer* and *SpongeBob Square Pants* as well as *Sesame Street*, *Rubbermaid*, *Proctor & Gamble*, *Springs Industries* and many other preeminent brands and distributes to superstores like *Target*, *Toys R Us* and *Bed Bath & Beyond*; and*

*WHEREAS, **Ginsey** has evolved into a innovative, multi-faceted juvenile, adult and pet consumer products powerhouse for all things home, and we gladly pause in our deliberations to welcome **Ginsey Home Solutions** to the County of Gloucester; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate the **Ginsey Home Solutions** on its Grand Opening and Ribbon Cutting Ceremony for its new manufacturing headquarters in Logan Township, Gloucester County.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20<sup>th</sup> day of November, 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 INCLUDE REGULATIONS FOR PARKING AT LOT U, HUNTER STREET PARKING GARAGE, WOODBURY

**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. 39:4-197; 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 garage; and

**WHEREAS**, the County desires to provide for the regulation of the Hunter Street Parking Garage next to the Gloucester County Justice Complex, designated as Lot U, including the regulation of parking in, and vehicular and pedestrian access to, the portion of the garage and driveway having access from Broad Street; and

**WHEREAS**, in order to do so, Schedule "A" of the Ordinance will be amended to include the following provision:

Parking Lot U – Hunter Street Garage next to Justice Complex - Open to the general public, except for the separate section of the garage having access from Broad Street driveway and such driveway itself. This separate garage section and driveway are utilized for official use by Gloucester County government and the Superior Court of New Jersey, and for Court security. Accordingly, access by vehicular or pedestrian traffic is restricted to such official uses and for such other uses as may be authorized by the Gloucester County Sheriff and/or the Gloucester County Administrator or his/her designee.

**WHEREAS**, various non-substantive, grammatical changes have also been made to Schedule "A" for the sake of clarity; and

**WHEREAS**, each and every other provision of the Ordinance, previously adopted in amended form on August 8, 2012, remains in full force and effect and is included in this Ordinance in its entirety;

**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 2:00 a.m. 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 **November 20, 2012**, and will be considered for second reading and final passage on **December 5, 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, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

## Schedule "A"

### Restrictions for Gloucester County Parking Lots

#### Overnight Parking:

Parking between the hours of 2:00 a.m. and 6:00 a.m. is prohibited at all County parking lots.

#### Woodbury:

Parking Lot A – County Bldg/Court House - Restricted to County and Court employees and handicap parking for persons doing business at County buildings.

Parking Lot A1 – At rear of Surrogate Building - Restricted to County and Court employees.

Parking Lot B – Smallwood & Wood Streets - Restricted to County employees and persons doing business at County buildings.

Parking Lot C – Wood Street - Restricted to County employees and persons 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 County and Court employees and persons doing business at County buildings.

Parking Lot G – 115 Budd Boulevard - Restricted to County employees and persons doing business at County buildings.

Parking Lot U – Hunter Street Garage next to Justice Complex - Open to the general public, except for the separate section of the garage having access from Broad Street driveway and such driveway itself. This separate garage section and driveway are utilized for official use by Gloucester County government and the Superior Court of New Jersey, and for Court security. Accordingly, access by vehicular or pedestrian traffic is restricted to such official uses and for such other uses as may be authorized by the Gloucester County Sheriff and/or the Gloucester County Administrator or his/her designee.

#### Washington Township:

Parking Lot H - Holly Avenue - Restricted to County employees and persons doing business at County buildings.

Parking Lot I – Social Services Building, Hollydell Avenue - Restricted to County employees and persons doing business at County buildings.

Parking Lot J - Atkinson Park, Delsea Drive & Bethel Mill - Open to the general public, except for spaces designated for County employee parking.

Parking Lot K - 5 Points/County House Road - Restricted to County employees and persons doing business at County buildings.

Parking Lot L - Senior Services, Fries Mill Road - Restricted to County employees and persons doing business at County buildings.

**Clayton:**

Parking Lot M - Clayton Complex, Delsea Drive - Restricted to County employees and persons doing business at County buildings.

Parking Lot N - Scotland Run Park, Academy Street - Open to the general public, except for spaces designated for County employee parking.

**Deptford:**

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

**Gibbstown:**

Parking Lot P - Greenwich Park, Tomlin Station Road - Open to the general public.

**Mantua:**

Parking Lot Q - Herbert Building, Blackwood-Barnsboro Road - Restricted to County employees and persons doing business at County buildings

**Monroe Township:**

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

**National Park:**

Parking Lot S - Red Bank Battle Field, Hessian Avenue - Open to the general public, except for spaces designated for County employee and park volunteer parking.

**Pitman:**

Parking Lot T - Pitman Golf Course, Pitman Road - Open to the general public.

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE \_\_\_\_\_

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AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$29,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES A OF 2005, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

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BACKGROUND

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

**WHEREAS**, the Authority is authorized, pursuant to the Act, to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

**WHEREAS**, on November 23, 1999, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance ("Original County Guaranty") which provided for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$21,000,000 for or with respect to: (i) the completion of Phase I of the Gloucester County College Master Plan at the Gloucester County College Campus in Washington Township, in the County; (ii) the acquisition of approximately 280 acres of real property bordered by Delsea Drive and Pennsylvania Avenue in the Township of Franklin, in the County, together with the renovation of various facilities on said site and the installation of equipment and completion of various improvements for use as a park and recreational facility; (iii) Phase I of the County Court Facilities Project, in the City of Woodbury, in the County; and (iv) the completion of such other improvements and work and acquisition of equipment and materials as may be necessary or appropriate for the completion of the capital improvements described above, all as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and filed in the offices of the County and the Authority (collectively, the "1999 Project"); and

**WHEREAS**, on December 15, 1999, the Authority issued its (i) \$8,120,000 County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"); (ii) \$4,020,000 County Guaranteed Lease Revenue Bonds, Series B of 1999 ("Series 1999B Bonds"); and (iii) \$8,635,000 County Guaranteed Lease Revenue Bonds, Series C of 1999 ("Series 1999C Bonds") and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds", the proceeds of which were used to provide permanent financing for the 1999 Project; and

**WHEREAS**, the Series 1999 Bonds are entitled to the benefit of the Original County Guaranty; and

**WHEREAS**, on April 26, 2000, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance amending the Original County Guaranty ("First Amended County Guaranty") to provide for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,000,000 for, or with respect to, the construction of certain additional infrastructure improvements to complete Phase I of the County Court Facilities Project, as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and on file in the offices of the County and the Authority ("2000A Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project and the 2000A Project guaranteed by the County was increased to an aggregate amount of \$28,000,000; and

**WHEREAS**, on June 7, 2000, the Authority issued its \$6,600,000 County Guaranteed Lease Revenue Bonds, Series A of 2000 ("Series 2000A Bonds"), the proceeds of which were used to provide permanent financing for the 2000A Project; and

**WHEREAS**, the Series 2000A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty; and

**WHEREAS**, on December 21, 2000, the Authority, at the request of the County, adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "New 1999B Equipment and Improvements") for the approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto previously authorized to be financed with the proceeds of the Series 1999B Bonds; and

**WHEREAS**, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority (i) prepared an Addendum to Exhibit A to the Ground Lease Agreement, by and between the County and the Authority, dated as of July 1, 1992, as amended and restated as of August 15, 1999, as amended by the First Amendment to Ground Lease, dated as of August 15, 1999; and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

**WHEREAS**, on September 26, 2001, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty ("Second Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$9,000,000 for, or with respect to: (i) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey; the acquisition and installation of a new security system for the County jail; and providing additional funding for the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "2001A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities and school districts located in the County ("2001B Project" and together with the 2001A Project, the "2001 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project and the 2001 Project guaranteed by the County was increased to an aggregate amount of \$37,000,000; and

**WHEREAS**, on November 21, 2001, the Authority issued its (i) \$7,495,000 County Guaranteed Lease Revenue Bonds, Series A of 2001 ("Series 2001A Bonds"), the proceeds of which were used to provide permanent financing for the 2001A Project; and (ii) \$880,000 County Guaranteed Lease Revenue Bonds, Series B of 2001 ("Series 2001B Bonds" and together with the

Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to provide permanent financing for the 2001B Project; and

**WHEREAS**, the Series 2001 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended County Guaranty; and

**WHEREAS**, on August 21, 2002, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended County Guaranty Ordinance ("Third Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$14,500,000 ("Series 2002A Bonds") with respect to the advance refunding of the Authority's outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "2004A Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project and the 2004A Project guaranteed by the County was increased to an aggregate amount of \$51,500,000; and

**WHEREAS**, the Series 2002A Bonds were not issued by the Authority until 2004 due to market conditions which prevented the Authority from realizing sufficient present value savings; and

**WHEREAS**, on March 26, 2003, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty and the Third Amended County Guaranty ("Fourth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$30,000,000 for, or with respect to: (i) the construction and improvement to the County Vocational School, in Deptford, New Jersey; the acquisition, improvement and equipping of a building, located in West Deptford, New Jersey, Lot 1, Block 347.02 for the County Board of Elections; acquisition of and improvement to land located in Monroe, New Jersey, Lot 1, Block 12701 for a County Veteran's Cemetery; and renovations to the County Courthouse (collectively, the "2003A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2003B Project" and together with the 2003A Project, the "2003 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2004A Project and the 2003 Project guaranteed by the County was increased to an aggregate amount of \$81,500,000; and

**WHEREAS**, on June 11, 2003, the Authority issued its (i) \$18,020,000 County Guaranteed Lease Revenue Bonds, Series A of 2003 ("Series 2003A Bonds"), the proceeds of which were used to provide permanent financing for the 2003A Project; and (ii) \$2,380,000 County Guaranteed Lease Revenue Bonds, Series B of 2003 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of which were used to provide permanent financing for the 2003B Project; and

**WHEREAS**, the Series 2003 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

**WHEREAS**, on March 2, 2004, the Authority issued its \$13,295,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2004 ("Series 2004A Bonds"), the proceeds of which were used to finance the costs of the 2004A Project; and

**WHEREAS**, the Series 2004A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

**WHEREAS**, on June 16, 2004, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty ("Fifth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$6,500,000 for, or with respect to: (i) the design and construction of the Autism School Project (as hereinafter defined) and the acquisition of certain capital equipment for the County (collectively, the "2004 County Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2004 Local Units Project" and together with the 2004 County Project, the "2004 Program Improvements and Equipment"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project and the 2004 Program Improvements and Equipment guaranteed by the County was increased to an aggregate amount of \$88,000,000; and

**WHEREAS**, on December 7, 2004, the Authority issued its (i) \$1,480,000 County Guaranteed Lease Revenue Bonds, Series B of 2004 ("Series 2004B Bonds"), the proceeds of which were used to provide permanent financing for the 2004 County Project; and (ii) \$3,415,000 County Guaranteed Lease Revenue Bonds, Series C of 2004 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to provide permanent financing for the 2004 Local Units Project; and

**WHEREAS**, the Series 2004B/C Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty; and

**WHEREAS**, on August 24, 2005, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty ("Sixth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$41,250,000 for, or with respect to: (i) the Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; (ii) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County ("Equestrian Center Project"), financed with the proceeds of the Series 1999B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700 space parking garage ("County Court Project" and together with the Autism School Project and the Equestrian Center Project, the "2005 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment and the 2005 County Project guaranteed by the County was increased to an aggregate amount of \$129,250,000; and

**WHEREAS**, on November 10, 2005, the Authority issued its \$33,895,000 County Guaranteed Lease Revenue Bonds, Series A of 2005 ("Series 2005A Bonds"), the proceeds of

which were used to provide permanent financing of all of the costs of the Equestrian Center Project and the County Court Project and the Local Share portion of the \$13,962,900 eligible costs ("Eligible Costs") of the Autism School Project approved by the New Jersey Department of Education pursuant to the Educational Facilities Construction and Financing Act, P.L. 2000 c.72 ("EFCFA"); and

**WHEREAS**, the Series 2005A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty; and

**WHEREAS**, on April 19, 2006, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty ("Seventh Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,355,000 for, or with respect to, the State Share of the costs of completion of design, construction, furnishing and equipping of the Autism School Project ("2006 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project and the 2006 County Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

**WHEREAS**, on August 24, 2006, the Authority issued its \$5,845,000 County Guaranteed Lease Revenue Bonds, Series A of 2006 ("Series 2006A Bonds"), the proceeds of which were used to provide permanent financing of all of the costs of the 2006 County Project; and

**WHEREAS**, the Series 2006A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty; and

**WHEREAS**, on August 18, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty ("Eighth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$8,000,000 with respect to: (i) the current refunding of the Series 1999A Bonds currently outstanding in the principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive ("Series 1999A Refunded Bonds"); and (ii) the advance refunding of the Series 2001A Bonds currently outstanding in the principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 ("Series 2001A Refunded Bonds") (the current refunding of the Series 1999A Refunded Bonds and the advance refunding of the Series 2001A Refunded Bonds is hereinafter collectively referred to as the "2010A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project and the 2010A Refunding Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

**WHEREAS**, on December 2, 2010, the Authority issued its \$7,520,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2010 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, the proceeds of which were used to finance the 2010A Refunding Project; and

**WHEREAS**, the Series 2010A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty and the Eighth Amended County Guaranty; and

**WHEREAS**, on November 23, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, and the Eighth Amended County Guaranty ("Ninth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$13,000,000 with respect to the advance refunding of the Authority's the callable maturities of the Series 2003A Bonds currently outstanding in the principal amount of \$10,895,000 and maturing serially on July 15, 2014 through 2023, inclusive (collectively, the "2011A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, and the 2011A Refunding Project guaranteed by the County was increased to an aggregate amount of \$142,250,000; and

**WHEREAS**, on September 20, 2011, the Authority issued its \$10,700,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011 ("Series 2011A Bonds"), the proceeds of which were used to finance the 2011A Refunding Project; and

**WHEREAS**, the Series 2011A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, the Eighth Amended County Guaranty, and the Ninth Amended County Guaranty; and

**WHEREAS**, to date, the County has authorized and unconditionally and irrevocably guaranteed the punctual payment, when due, of Authority obligations in the aggregate principal amount of \$142,250,000 pursuant to the County Guaranty; and

**WHEREAS**, after issuance of the Series 2011A Bonds, the amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, and the 2011A Refunding Project that are entitled to the benefits of the County Guaranty is \$132,300,000; and

**WHEREAS**, the Authority has determined to advance refund the Series 2005A Bonds maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the term Series 2005A Bonds maturing on September 1, 2030 on the first optional call date of September 1, 2015, at par (collectively, the "2011A Refunding Project"), subject to the realization of sufficient present value savings, through the issuance by the Authority of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 ("Series 2013A Bonds"), in an aggregate principal amount not exceeding \$29,000,000; and

**WHEREAS**, to induce the prospective purchasers of the Series 2013A Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act (*N.J.S.A.* 40:37A-80) to ratify and approve the extension of the previously approved County Guaranty to include the payment of the principal of and interest on the Series 2013A Bonds, such that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, the 2011A Refunding Project, and the 2013A Refunding Project that are entitled to the benefits of the County Guaranty is \$171,250,000.

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

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

**Section 2.** All references in the County Guaranty to "\$142,250,000" shall be further amended to read "\$171,250,000".

**Section 3.** All references in the County Guaranty to "Bonds" shall be further amended to include the "Series 2013A Bonds" in addition to the Outstanding Series 1999 Bonds, the Series 2000A Bonds, the Series 2001 Bonds, the Series 2003 Bonds, the Series 2004A Bonds, the Series 2004B/C Bonds, the Series 2005A Bonds, the Series 2006A Bonds, the Series 2010A Bonds, and the Series 2011A Bonds.

**Section 4.** All references in the County Guaranty to "1999 Project", "2000A Project", "2001 Project", "2003 Project", "2004A Project", "2004 Program Improvements and Equipment", "2005 County Project", "2006 County Project", "2010A Refunding Project", and "2011A Refunding Project" shall be further amended to include the "2013A Refunding Project".

**Section 5.** The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of Series 2013A Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is, and the maximum estimated cost of the 2013A Refunding Project to be financed in accordance with the transaction contemplated hereby is, \$29,000,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased in accordance with Section 2 of this Ordinance by \$29,000,000, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

**Section 6.** All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 7.** This Ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

**Statement to be Published With Ordinance After Introduction.**

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on December 5, 2012. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey, on December 19, 2012 at 7:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

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

**Statement to be Published With Ordinance After Final Adoption.**

**STATEMENT**

The Guaranty Ordinance published herewith has been finally adopted on December 19, 2012 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Guaranty Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

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

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE \_\_\_\_\_

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**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A TENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, TENTH AMENDMENT TO GROUND LEASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING**

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

**WHEREAS**, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a)*), to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

**WHEREAS**, the County is authorized by law, specifically Section 34 of the Act (*N.J.S.A. 40:37A-77*), to enter into and perform any lease with the Authority for the lease to or use by the Authority of all or any part of any real property; and

**WHEREAS**, the County is authorized by law, specifically Section 35 of the Act (*N.J.S.A. 40:37A-78*), to enter into and perform any lease with the Authority for the lease to or use by the County of all or any part of any public facility or facilities; and

**WHEREAS**, in 1999, at the request of the County and pursuant to the terms of the Act, the Authority agreed to finance the acquisition of certain capital equipment ("1999 Equipment") and the construction of certain capital improvements ("1999 Improvements" and together with the 1999 Equipment, the "1999 Project") as described as such in Exhibit A to the Original Lease Agreement (as hereinafter defined); and **WHEREAS**, the Authority provided for the financing of the acquisition of the 1999 Equipment and the construction of the 1999 Improvements through a portion of the proceeds derived from the issuance of the Authority's County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"), Series B of 1999 ("Series 1999B Bonds") and Series C of 1999 ("Series 1999C Bonds" and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds") in an aggregate principal amount of \$20,775,000, which Series 1999 Bonds were issued pursuant to the terms of a resolution of the Authority entitled, "Resolution Authorizing the Issuance of Property and Equipment Program Lease Revenue Bonds and Notes of The Gloucester County Improvement Authority", adopted on November 22, 1999, as supplemented by an award certificate (collectively, the "Original Bond Resolution"); and

**WHEREAS**, the County entered into a Ground Lease Agreement, dated as of December 1, 1999, by and between the County, as lessor, and the Authority, as lessee ("Original County Ground Lease"), pursuant to which the County leased to the Authority certain land and existing structures thereon ("1999 Land") upon which the 1999 Project was constructed and installed, which 1999 Land was leased back to the County by the Authority pursuant to the terms of the hereinafter defined Original Lease Agreement; and

**WHEREAS**, the County entered into a Lease Purchase Agreement, dated as of December 1, 1999, by and between the Authority, as lessor, and the County, as lessee ("Original Lease Agreement"), pursuant to which the Authority leased to the County the 1999 Project in return for lease payments made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 1999 Bonds; and

**WHEREAS**, the outstanding callable Series 1999B Bonds maturing on December 1, 2010 through 2019, inclusive, in the aggregate principal amount of \$2,515,000 and Series 1999C Bonds maturing on December 1, 2010 through 2019, inclusive, in the aggregate principal amount of \$5,400,000 were advance refunded with a portion of the proceeds of the Series 2004A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, the outstanding callable Series 1999A Bonds maturing on December 1, 2011 through 2014, inclusive, in the aggregate principal amount of \$2,770,000 was currently refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, on June 7, 2000, the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2000, in the aggregate principal amount of \$6,600,000 ("Series 2000A Bonds") pursuant to the Original Bond Resolution, as supplemented by a First Supplemental Resolution adopted on May 4, 2000 ("First Supplemental Resolution"), the proceeds of which were used to finance the costs of completion of Phase I of the County Court Facilities Project financed with the proceeds of the Series 1999C Bonds ("2000A County Project") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease Purchase Agreement, dated as of May 1, 2000, between the Authority and the County ("First Amendment to Lease"); which 2000A County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2000A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease; and

**WHEREAS**, in connection with the financing of the 2000A County Project, the Authority and the County entered into a First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and

**WHEREAS**, on December 21, 2000, the Authority adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the "New 1999B Equipment and Improvements") for approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility previously authorized to be financed with the proceeds of the Series 1999B Bonds and as more particularly described in Exhibit A to the Original Lease Agreement; and

**WHEREAS**, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority: (i) prepared an Addendum to Exhibit A to the Original County Ground Lease, as amended by the First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease, each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

**WHEREAS**, on November 21, 2001 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution and a Second Supplemental Resolution adopted on September 20, 2001 ("Second Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2001, in the aggregate principal amount of \$7,495,000 ("Series 2001A Bonds"), the proceeds of which were used to finance the costs of (a) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey, (b) the acquisition and installation of a security system for the County jail, and (c) providing additional funding for the costs of the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the

"Series 2001 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2001, in the aggregate principal amount of \$880,000 ("Series 2001B Bonds" and together with the Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to finance the costs of the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various Local Units (as defined in the Original Bond Resolution) located in the County ("Series 2001 Local Units Project" and together with the Series 2001 County Project, the "Series 2001 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease Purchase Agreement, dated as of November 1, 2001, between the Authority and the County ("Second Amendment to Lease"); which Series 2001 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2001 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2001 Program Improvements and Equipment, the Authority and the County entered into a Second Amendment to County Ground Lease (as defined in the Second Supplemental Resolution); and

**WHEREAS**, the outstanding callable Series 2001A Bonds in the aggregate principal amount of \$4,415,000 maturing serially on September 1, 2012 through 2016, inclusive, and the Series 2001A Term Bond maturing on September 1, 2021 were advance refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and a Third Supplemental Resolution adopted on August 15, 2002 ("Third Supplemental Resolution"), the Authority authorized the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2002, in an aggregate principal amount not to exceed \$14,500,000 ("Series 2002A Bonds"), to advance refund its outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "Series 2004A Project"), subject to the realization of sufficient present value savings; and

**WHEREAS**, the Series 2002A Bonds were never issued by the Authority due to market conditions which prevented the Authority from realizing sufficient present value savings; and

**WHEREAS**, on June 11, 2003 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and a Fourth Supplemental Resolution adopted on March 20, 2003 ("Fourth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2003, in the aggregate principal amount of \$18,020,000 ("Series 2003A Bonds"), the proceeds of which were used to finance the costs of constructing and improving the County Vocational School, in Deptford, New Jersey; acquiring, improving and equipping a building located in West Deptford, New Jersey (Lot 1, Block 347.02) for the County Board of Elections; acquiring and improving land located in Monroe, New Jersey (Lot 1, Block 12701) for a County Veteran's Cemetery; and renovating the County Courthouse (collectively, the "Series 2003 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2003, in the aggregate principal amount of \$2,380,000 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of which were used to finance the costs of acquiring certain capital equipment and/or the constructing certain infrastructure improvements on behalf of and on land owned by various local governmental units located in the County ("Series 2003 Local Units Project" and together with the Series 2003 County Project, the "Series 2003 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to

Lease, the Second Amendment to Lease and the Fourth Amendment to Lease Purchase Agreement, dated as of June 1, 2003, between the Authority and the County ("Fourth Amendment to Lease"); which Series 2003 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2003 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease and the Fourth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2003 Program Improvements and Equipment, the Authority and the County entered into a Fourth Amendment to County Ground Lease (as defined in the Fourth Supplemental Resolution); and

**WHEREAS**, on March 2, 2004 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and the Fourth Supplemental Resolution, as further amended and supplemented by an Award Resolution (in the form of a certificate) executed by the Executive Director of the Authority, the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series 2004 in the aggregate principal amount of \$13,295,000 ("Series 2004A Bonds") to finance the costs of the Series 2004A Project and the Authority and the County entered into a Third Amendment to County Ground Lease, dated as of February 1, 2004 ("Third Amendment to County Ground Lease"), and a Third Amendment to Lease Purchase Agreement, dated as of February 1, 2004 ("Third Amendment to Lease"), in connection therewith; and

**WHEREAS**, on December 7, 2004 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and a Fifth Supplemental Resolution adopted on July 7, 2004 ("Fifth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series B of 2004 in the aggregate principal amount of \$1,480,000 ("Series 2004B Bonds"), the proceeds of which were used to finance the costs of design and construction of the Autism School Project (as defined in the hereinafter defined Seventh Supplemental Resolution) and the acquisition of certain capital equipment for the County (collectively, the "Series 2004 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series C of 2004 in the aggregate principal amount of \$3,415,000 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to finance the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("Series 2004 Local Units Project" and together with the Series 2004 County Project, the "Series 2004 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease Purchase Agreement, dated as of December 1, 2004, between the Authority and the County ("Fifth Amendment to Lease"); which Series 2004 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2004B/C Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2004 Program Improvements and Equipment, the Authority and the County entered into a Fifth Amendment to County Ground Lease (as defined in the Fifth Supplemental Resolution); and

**WHEREAS**, on November 10, 2005 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution and a Sixth Supplemental Resolution adopted on August 18, 2005 ("Sixth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2005 in the aggregate principal amount of \$33,895,000 ("Series 2005A Bonds"), the proceeds of which were used to finance (i) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County, financed with the proceeds of the Series 1999B Bonds; (ii) the

Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700-space parking garage (collectively, the "Series 2005 Program Improvements and Equipment"), as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease Purchase Agreement, dated as of October 1, 2005, between the Authority and the County ("Sixth Amendment to Lease"); which Series 2005 Program Improvements and Equipment have been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2005A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2005 Program Improvements and Equipment, the Authority and the County entered into a Sixth Amendment to County Ground Lease (as defined in the Sixth Supplemental Resolution); and

**WHEREAS**, the Sixth Supplemental Resolution authorized the issuance of up to \$41,250,000 aggregate principal amount of Series 2005A Bonds of which only \$33,895,000 was issued pursuant thereto; and

**WHEREAS**, upon issuance of the Series 2005A Bonds, there remained authorized and unissued \$7,355,000 aggregate principal amount of County Guaranteed Lease Revenue Bonds of the Authority pursuant to said Sixth Supplemental Resolution; and

**WHEREAS**, on August 24, 2006 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, and a Seventh Supplemental Resolution adopted on March 16, 2006 ("Seventh Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2006 in the aggregate principal amount of \$5,845,000 ("Series 2006A Bonds") to finance the State Share of the costs of completion of design, construction, furnishing and equipping of an approximately 52,016 square foot special services school building in Deptford Township, New Jersey, operated and administered, on behalf of the County, by the Gloucester County Special Services School District serving approximately 140 autistic and multiply disabled students ages 3-21 years of age. ("Series 2006 County Project"); all as more particularly described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, and as further amended by the Seventh Amendment to Lease Purchase Agreement, dated as of August 1, 2006, between the Authority and the County ("Seventh Amendment to Lease"); which Series 2006 County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2006A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease and the Seventh Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2006 County Project, the Authority and the County entered into a Seventh Amendment to County Ground Lease (as defined in the Seventh Supplemental Resolution); and

**WHEREAS**, on December 2, 2010, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, and an Eighth Supplemental Resolution adopted on September 8, 2010 ("Eighth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series

A of 2010, in the aggregate principal amount of \$7,520,000 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, to: (i) current refund its outstanding Series 1999A Bonds in the aggregate principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive (collectively, the "Series 1999A Refunded Bonds"); and (ii) advance refund its outstanding Series 2001A Bonds in the aggregate principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 (collectively, the "Series 2001A Refunded Bonds") (the purposes described in clauses (i) and (ii) above are hereinafter collectively referred to as the "2010A Refunding Project"), which Series 2010A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, and as further amended by the Eighth Amendment to Lease Purchase Agreement, dated as of October 1, 2010, between the Authority and the County ("Eighth Amendment to Lease"); and

**WHEREAS**, in connection with the financing of the 2010A Refunding Project, the Authority and the County entered into an Eighth Amendment to County Ground Lease (as defined in the Eighth Supplemental Resolution); and

**WHEREAS**, on September 20, 2011, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, and a Ninth Supplemental Resolution adopted on November 18, 2010 ("Ninth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011, in the aggregate principal amount of \$10,700,000 ("Series 2011A Bonds"), to advance refund all of the Authority's Series 2003A Bonds currently outstanding in the aggregate principal amount of \$10,895,000 and maturing serially on July 15 in each of the years 2014 through 2023, inclusive (collectively, the "Series 2003A Refunded Bonds") (the purpose described herein is hereinafter referred to as the "2011A Refunding Project"), which Series 2011A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, and as further amended by the Ninth Amendment to Lease Purchase Agreement, dated as of September 1, 2011, between the Authority and the County ("Ninth Amendment to Lease"); and

**WHEREAS**, in connection with the financing of the 2011A Refunding Project, the Authority and the County entered into a Ninth Amendment to County Ground Lease (as defined in the Ninth Supplemental Resolution); and

**WHEREAS**, at the request of the County, the Authority has agreed to authorize the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 in an aggregate principal amount not-to-exceed \$29,000,000 ("Series 2013A Bonds"), to be issued pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, and as further supplemented by a supplemental resolution of the Authority entitled, "Tenth Supplemental Resolution to a Bond Resolution Adopted on November 22, 1999, as Amended and Supplemented on May 4, 2000, September 20, 2001, August 15, 2002, March 20, 2003, July 7, 2004, August 18, 2005, March 16, 2006, September 8, 2010, and November 18, 2010; Authorizing the Issuance of Additional Bonds and Notes Under Said Bond Resolution; Further Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions", to be adopted on December 20, 2012 ("Tenth Supplemental Resolution"; the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, and the Tenth Supplemental Resolution and as hereafter further supplemented from time to time shall be referred to herein as the "Bond Resolution"), the Proceeds of which will be used to advance refund all or a portion of the Series

2005A Bonds currently outstanding in the aggregate principal amount of \$24,395,000 and maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the term Series 2005A Bonds maturing on September 1, 2030 on the first optional call date of September 1, 2015, at par (collectively, the "Series 2005A Refunded Bonds") (the purpose described above is hereinafter referred to as the "2013A Refunding Project"); and

**WHEREAS**, the County desires to enter into a Tenth Amendment to Ground Lease Agreement, to be dated as of March 1, 2013 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Tenth Supplemental Resolution), by and between the County, as lessor, and the Authority, as lessee ("Tenth Amendment to County Ground Lease"; the Original County Ground Lease, as amended by the First Amendment to County Ground Lease, the Second Amendment to County Ground Lease, the Third Amendment to County Ground Lease, the Fourth Amendment to County Ground Lease, the Fifth Amendment to County Ground Lease, the Sixth Amendment to County Ground Lease, the Seventh Amendment to County Ground Lease, the Eighth Amendment to County Ground Lease, the Ninth Amendment to County Ground Lease, and the Tenth Amendment to County Ground Lease and as hereafter further amended from time to time shall be referred to herein as the "County Ground Lease"), pursuant to which the County will continue to lease to the Authority the land upon which the Series 2005 Program Improvements and Equipment financed with the Proceeds of the Series 2005A Bonds, as described in Exhibit A to the Original County Ground Lease, as heretofore amended including by the Sixth Amendment to County Ground Lease for the remaining lease term set forth therein, which land will be leased back to the County by the Authority pursuant to the terms of the hereinafter defined Lease Purchase Agreement; and

**WHEREAS**, the County will enter into an Tenth Amendment to Lease Purchase Agreement, to be dated as of March 1, 2013 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Tenth Supplemental Resolution), by and between the Authority, as lessor, and the County, as lessee ("Tenth Amendment to Lease"; the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, and the Tenth Amendment to Lease and as hereafter further amended from time to time shall be referred to herein as the, the "Lease Purchase Agreement"), pursuant to which the Authority will continue to lease to the County the portions of the Series 2005 Program Improvements and Equipment financed with the Proceeds of the Series 2005A Bonds, in return for additional lease payments to be made by the County in an aggregate amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2013A Bonds; and

**WHEREAS**, payment of the principal of and interest on the Series 2013A Bonds shall be further secured by a County guaranty pursuant to a Guaranty Ordinance of the County adopted by the Board of the County on November 23, 1999 with respect to the Series 1999 Bonds, as amended and supplemented on April 26, 2000 with respect to the Series 2000A Bonds, September 26, 2001 with respect to the Series 2001 Bonds, August 21, 2002 with respect to the Series 2004A Bonds, March 26, 2003 with respect to the Series 2003 Bonds, June 16, 2004 with respect to the Series 2004B/C Bonds, August 24, 2005 with respect to the Series 2005A Bonds, April 19, 2006 ratifying and approving the extension of the Guaranty Ordinance duly adopted on August 24, 2005 with respect to the Series 2005A Bonds to include the payment of the principal of and interest on the Series 2006A Bonds, August 18, 2010 ratifying and approving the further extension of the Guaranty Ordinance duly adopted on April 19, 2006 with respect to the Series 2006A Bonds to include the payment of the principal of and interest on the Series 2010A Bonds, November 23, 2010 with respect to the Series 2011A Bonds, and expected to be adopted by the Board of the County on December 19, 2012 with respect to the Series 2013A Bonds ("County Guaranty"); and

**WHEREAS**, in connection with the issuance of the Series 2013A Bonds, it is necessary for the County to enter into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to provide for the dissemination of secondary market disclosure in compliance with the terms and provisions of Rule 15c2-12 (codified at 17 *C.F.R.* §240.15c2-12), as the same may be further amended, supplemented and officially interpreted from time to time, or any successor provisions thereto, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 *U.S.C.* 77 *et seq.*).

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

**Section 1.** In accordance with Sections 34 and 35 of the Act and all other applicable law, the Board of the County hereby authorizes and approves of the execution and delivery by the County of the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2013A Bonds and/or the financing of the 2013A Refunding Project; the Tenth Amendment to County Ground Lease and the Tenth Amendment to Lease each substantially in the forms on file in the office of the Clerk of the Board of the County, with such changes as may be approved by County Counsel, such approval to be evidenced by the execution and delivery thereof.

**Section 2.** The County Administrator and any designee thereof (each an "Authorized Officer"), are each severally authorized to execute and deliver, in the name of the County and on its behalf, the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement, and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officer and to affix the seal of the County to the Tenth Amendment to County Ground Lease and the Tenth Amendment to Lease. The execution of the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement by any Authorized Officer shall conclusively evidence the County's approval of the terms thereof and no further action shall be required.

**Section 3.** All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Freeholder-Director, Deputy Freeholder-Director, County Administrator, County Treasurer, Budget Officer, Clerk of the Board of the County, Deputy Clerk of the Board of the County, other County officials or by the County's professional advisors in connection with the 2013A Refunding Project and matters related thereto, and the issuance of the Series 2013A Bonds, are hereby authorized, approved, ratified and confirmed.

**Section 4.** The Authorized Officer, the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each hereby severally authorized and directed to execute such closing certificates and other ancillary documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2013A Bonds, the financing of the 2013A Refunding Project and all matters related thereto.

**Section 5.** All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 6.** This ordinance shall take effect at the time and in the manner provided by applicable law.

**Date of Introduction:** December 5, 2012

**Date of Final Adoption:** December 19, 2012

**Statement to be Published With Ordinance After Introduction**

Public notice is hereby given that the foregoing Lease Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on December 5, 2012. Further notice is given that said Lease Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on December 19, 2012 at 7:30 p.m.

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

**Statement to be Published With Ordinance After Final Adoption**

**STATEMENT**

The Lease Ordinance published herewith has been finally adopted on December 19, 2012 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Lease Ordinance can be commenced has begun to run from the date of the first publication of this Statement.

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

**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 **\$12,162.00**, which item is now available as a revenue from the US Department of Law and Public Safety FY2012 Bulletproof Vest Partnership Solicitation, to be appropriated under the caption of the US Department of Law and Public Safety FY2012 Bulletproof Vest Partnership Solicitation - *Other Expenses*;
- (2) The sum of **\$11,095.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety State Body Armor Replacement Fund Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety State Body Armor Replacement Fund Program - *Other Expenses*;
- (3) The sum of **\$3,477.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety 2012 Body Armor Replacement Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety 2012 Body Armor Replacement Program - *Other Expenses*;
- (4) The sum of **\$8,118.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety FY2012 State Body Armor Replacement Fund, to be appropriated under the caption of the New Jersey Department of Law and Public Safety FY2012 State Body Armor Replacement Fund - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS  
WITHIN THE COUNTY OF GLOUCESTER**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2012 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2012 Budget is hereby authorized:

**TRANSFER FROM**

Corrections – OE	125,000
Extension Services – S&W	1,573
Economic Development – S&W	20,000
Superintendent of Elections – S&W	20,000
Telephones - OE	<u>50,000</u>
	216,573

**TRANSFER TO**

Information Technology – S&W	50,000
Corrections – S&W	125,000
Treasurer – S&W	20,000
Planning – S&W	20,000
Extension Services – OE	<u>1,573</u>
	216,573

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION AUTHORIZING RENEWAL MEMBERSHIP IN THE  
NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

**WHEREAS**, on January 21, 2010, the Board of Chosen Freeholders of the County of Gloucester (the "County") authorized the County to join together with the County of Camden to form an Excess Joint Insurance Fund as permitted by N.J.S.A. 40A: 10-36; and

**WHEREAS**, said Fund was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

**WHEREAS**, since its establishment, the New Jersey Counties Excess Joint Insurance Fund (hereinafter the "Fund"), has grown to six (6) member counties; and

**WHEREAS**, the statutes and regulations governing the creation and operation of a Joint Insurance Fund, (the "Fund"), contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

**WHEREAS**, the County of Gloucester has determined it is in the best interest of its residents to renew its membership with the Fund; and

**WHEREAS**, the statutes governing the Fund, and the Fund by-laws provide for a term of membership in the Fund not to exceed three years, and membership renewal requires formal action by the Gloucester County Board of Chosen Freeholders, and execution of the annexed Indemnity and Trust Agreement, and other documents as may be required by the Fund; and

**WHEREAS**, the County shall apply to the Fund for the following types of coverages: Worker's Compensation and Employer's Liability; Liability (other than motor vehicle); Property (other than motor vehicle); Motor Vehicle; Crime; and

**WHEREAS**, membership renewal in the Fund shall be for a period not to exceed three (3) years, said renewal term to take effect on or about January 21, 2013;

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Chosen Freeholders that authorization for renewal of membership in the New Jersey Counties Excess Joint Insurance Fund is granted.

**BE IT FURTHER RESOLVED** that the Freeholder Director and Clerk of the Board are hereby authorized to execute all documents, including an Indemnity and Trust Agreement, to effect membership renewal in the New Jersey Counties Excess Joint Insurance Fund, subject to approval of the Fund assessment; and

**BE IT FURTHER RESOLVED** that the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as are required by the Fund's bylaws shall become effective only upon the applicant's renewal membership to the Fund, following approval by the Fund, passage by the Governing Body of a Resolution Accepting Assessment, and approval by the NJ Department of Banking and Insurance and the Department of Community Affairs as may be required by all applicable law.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 5<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

**INDEMNITY AND TRUST AGREEMENT  
NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

***THIS AGREEMENT***, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **New Jersey Counties Excess Joint Insurance Fund**, hereinafter referred to as "FUND", and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "GOVERNING BODY";

**WITNESSETH:**

**WHEREAS**, several local governmental units have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and;

**WHEREAS**, the GOVERNING BODY has agreed to renew its membership of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

**WHEREAS**, by resolution adopted December 5, 2012, the Gloucester County Board of Chosen Freeholders authorized the execution of the within Indemnity and Trust Agreement for the New Jersey Counties Excess Joint Insurance Fund;

**NOW THEREFORE**, it is agreed as follows:

1. The GOVERNING BODY accepts the FUND'S bylaws as approved, and as may have been amended, and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan; said by-laws to comply with the provisions of N.J.S.A. 40A:10-38.13 and N.J.S.A. 40A:10-39, and all other applicable New Jersey law, rules and regulations.

2. The GOVERNING BODY agrees to participate in the FUND with respect to the types of insurance listed in the Resolution to Renew Membership.
3. The GOVERNING BODY agrees to renew its membership for a period not to exceed three (3) years, the commencement of which shall coincide with the date of expiration of the current term of membership in the FUND.
4. The GOVERNING BODY certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership renewal in the FUND the GOVERNING BODY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the GOVERNING BODY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement the Fund's Risk Management Plan or any applicable Statute.
6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or court costs the GOVERNING BODY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The GOVERNING BODY and the FUND agree that the FUND shall hold all monies paid by the GOVERNING BODY to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15 2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:

- a) Workers' Compensation and Employers' Liability
- b) Liability, other than motor vehicle
- c) Property Damage, other than motor vehicle
- d) Motor Vehicle
- e) Crime

The FUND shall maintain Trust Accounts aforementioned in accordance with N.J.S.A. 40A:10-36, N.J.S.A. 40A: 5-1, N.J.A.C. 11:15.2 et seq, and such other statutes, rules and regulations as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by N.J.A.C. 11:15-2.2.

- 9. Each GOVERNING BODY who shall become a member of the Fund shall be obligated to execute this agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into the day and year first written hereinabove.

**ATTEST:**

**NJ COUNTIES EXCESS JIF**

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\_\_\_\_\_

**Chair**

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENTS WITH THE BOROUGH OF CLAYTON, EAST GREENWICH TOWNSHIP, TOWNSHIP OF MANTUA, BOROUGH OF PITMAN, TOWNSHIP OF WASHINGTON AND BOROUGH OF WESTVILLE FOR ASSESSMENT SERVICES**

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

**WHEREAS**, Borough of Clayton, East Greenwich Township, Township of Mantua, Borough of Pitman, Township of Washington and Borough of Westville have signed the Cooperation Agreements for assessment services in the local municipality; and

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

**NOW THEREFORE, BE IT RESOLVED** the County of Gloucester shall enter into Cooperation Agreements with Borough of Clayton, East Greenwich Township, Township of Mantua, Borough of Pitman, Township of Washington and Borough of Westville for regionalized tax assessment pursuant to N.J.S.A. 54:1-86.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

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**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 14 day of September, 2012, is made by and between the County of Gloucester ("County") and the Township of Washington, ("Municipality").

**RECITALS**

A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation; and

C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm; and

D. In order to select the appropriate firm, the County will solicit proposals from such firms; and

E. The Municipality with its local knowledge will have valuable input into the tax assessor process; and

F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2013, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

TOWNSHIP OF WASHINGTON

*Mary Lou Bergh RMC*

*Barbara A. Stallece*

BY:

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 14 day of September, 2012, is made by and between the County of Gloucester ("County") and the Township of Washington, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2013, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

TOWNSHIP OF WASHINGTON

*Mary Lou Besh RMC*

*Barbara A. Stalace*  
BY: \_\_\_\_\_

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is made by and between the County of Gloucester ("County") and the Borough of Westville, ("Municipality").

**RECITALS**

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

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The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2012 and prior years are resolved.

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On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

- 4. **Cooperation in Effectuation of Transfer of Property Assessment Function:** N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- 8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

*Christine A. Helder*  
\_\_\_\_\_

BOROUGH OF WESTVILLE

*Frank W. [Signature]*  
\_\_\_\_\_  
BY:

RESOLUTION NO. 144, 2012

RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF PITMAN, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN ASSESSOR COOPERATION AGREEMENT WITH THE COUNTY OF GLOUCESTER

---

WHEREAS, Gloucester County has been designated and authorized to pursue regionalized tax assessment on a County-wide basis pursuant to a pilot program defined under the New Jersey Property Tax Assessment Reform Act, N.J.S.A. 54:1-86, et seq.; and

WHEREAS, each municipality within Gloucester County is required to obtain a periodic revaluation of the real property within the municipality; and

WHEREAS, the County of Gloucester is charged with the responsibility to implement a real property revaluation in conjunction with said pilot program; and

WHEREAS, the Borough of Pitman and the County of Gloucester shall work cooperatively to effectuate the transfer and responsibility of the municipal tax assessment function to the County of Gloucester.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Pitman, County of Gloucester and State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to execute the County Assessor Cooperation Agreement in the form and manner attached hereto for the purposes stated in this Resolution.

BOROUGH OF PITMAN

BY: \_\_\_\_\_

RUSSELL C. JOHNSON, III, Mayor

ATTEST:

  
JUDITH O'DONNELL  
Pitman Borough Clerk

ROLL CALL VOTE				
COUNCIL MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Bill	✓			
Higbee	✓			
Kelley	✓			
Pierpont	✓			
Razze		✓		
Swindell		✓		
Johnson				

**CERTIFICATION**

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Pitman, County of Gloucester, State of New Jersey, at a meeting held by the same on September 10, 2012 in the Borough Hall, 110 S. Broadway, Pitman, New Jersey 08071.

  
 Judith O'Donnell  
 Borough of Pitman Clerk

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 14 day of September, 2012, is made by and between the County of Gloucester ("County") and the Township of Washington, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2013, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

TOWNSHIP OF WASHINGTON

*Mary Lou Bergh, RMC*

*Robert M. Damminger*

BY:

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 10th day of September, 2012, is made by and between the County of Gloucester ("County") and the Borough of Pitman, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

- 1. **Selection of Revaluation Firm:**
  - a. The County will solicit and receive proposals from firms interested in providing revaluation services.
  - b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.

- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. **Transfer of Surplus Property:**

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

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

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2013 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.

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

The County will be responsible for tax year 2014 and the Municipality will be responsible for any appeals for 2013 and any prior years.

- ii. The cost of defending new appeals, defined as appeals filed in or after 2014, for properties for which there are no appeals pending for the period prior to 2014, will be solely the responsibility of the County.

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

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

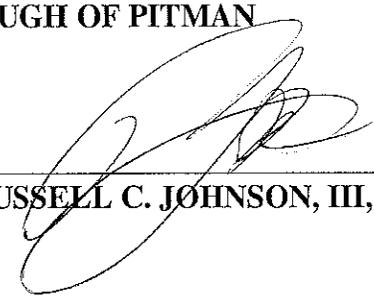
\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

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

ATTEST:

BOROUGH OF PITMAN

  
\_\_\_\_\_  
JUDITH O'DONNELL

  
\_\_\_\_\_  
BY: RUSSELL C. JOHNSON, III, MAYOR

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 17 day of September, 2012, is made by and between the County of Gloucester ("County") and the Township of Mantua, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2012, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2013 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2013 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2012 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2012, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2012 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

\_\_\_\_\_  
TOWNSHIP OF MANTUA

BY: \_\_\_\_\_

**RESOLUTION 193-12**

**RESOLUTION AUTHORIZING EXECUTION OF  
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE  
COUNTY OF GLOUCESTER  
REGIONALIZED TAX ASSESSMENT**

*WHEREAS*, the County of Gloucester and the Borough of Clayton have agreed to enter into an Agreement for the Regionalized Tax Assessment; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

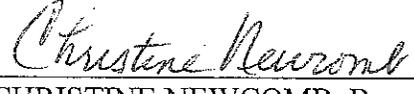
1. That the governing body does hereby approve the attached Agreement between the County of Gloucester and the Borough of Clayton.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on September 13, 2012.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, September 13, 2012.

*Christine Newcomb*  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this 11th day of September, 2012, is made by and between the County of Gloucester ("County") and the Township of East Greenwich, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2012, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2013 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2013 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2012 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2012, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2012 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose; fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

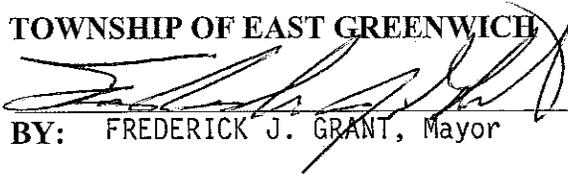
\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

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

ATTEST:

TOWNSHIP OF EAST GREENWICH

  
\_\_\_\_\_  
SUSAN M. COSTILL, Township Clerk

  
\_\_\_\_\_  
BY: FREDERICK J. GRANT, Mayor

**RESOLUTION NO. 160-2012**  
**RESOLUTION AUTHORIZING MAYOR OF EAST GREENWICH TOWNSHIP**  
**TO EXECUTE COUNTY ASSESSOR COOPERATION AGREEMENT**

**WHEREAS**, the County of Gloucester has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a county-wide basis; and

**WHEREAS**, a major aspect of the program is the periodic revaluation of the real property in municipalities located in the County of Gloucester and N.J.S.A. 54:1-90 provides that every municipality within the pilot county shall implement a real property revaluation; and

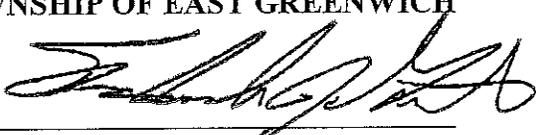
**WHEREAS**, pursuant to N.J.S.A. 54:1-99, all functions of property assessment be transferred to the County Assessor; and

**WHEREAS**, pursuant to N.J.S.A. 54:1-86, all other aspects of the transfer of functions and authority to effectuate the program be agreed to.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Committee of the Township of East Greenwich authorize the Mayor of East Greenwich Township to execute the County Assessor Cooperation Agreement.

**ADOPTED** by the Township Committee of the Township of East Greenwich this 11<sup>th</sup> day of September, 2012.

**TOWNSHIP OF EAST GREENWICH**

BY: 

FREDERICK J. GRANT, Mayor

ATTEST:

  
SUSAN M. COSTILL, Township Clerk

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

**THIS AGREEMENT** ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is made by and between the County of Gloucester ("County") and the Borough of Clayton, ("Municipality").

**RECITALS**

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

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

**AGREEMENT**

**1. Selection of Revaluation Firm:**

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

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

**2. Transfer of Surplus Property:**

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

**3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3. b. (i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
  - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3 (b) (iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

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The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3. b. (iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1<sup>st</sup> of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1<sup>st</sup> of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

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

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

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

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

BOROUGH OF CLAYTON

*Christine Newcomb*  
\_\_\_\_\_  
Christine Newcomb, Clerk

*[Signature]*  
\_\_\_\_\_  
BY: Thomas Bianco, Mayor

**RESOLUTION APPOINTING A MEMBER TO THE  
GLOUCESTER COUNTY UTILITIES AUTHORITY**

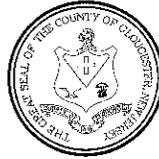
**WHEREAS**, there is a requirement to appoint members to serve on the Gloucester County Utilities Authority; and

**WHEREAS**, there will exist one (1) vacancy on the Gloucester County Utilities Authority.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders that **James Sabetta** be hereby appointed as a member of the Authority to fill a five-year term, commencing immediately and terminating February 1, 2017; and

**BE IT FURTHER RESOLVED** that said appointment(s) be subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESUME****James A. Sabetta****EDUCATION**

- 1997                      Construction Official-VCC 104  
Plumbing Inspector Course, Sub Code  
Gloucester County College, Sewell, New Jersey
- 1978                      RCS Building Inspector Course  
Gloucester County College, Sewell, New Jersey
- 1976                      Bachelor of Science Degree & NJ Teaching Certificate  
Industrial Technology, Salem College- Salem,  
West Virginia
- 1972                      Graduate Paulsboro High School, Paulsboro, NJ

**EMPLOYMENT**

- 1999-Present            East Greenwich Township, Gloucester County  
Construction Official, Building Sub Code,  
Inspector, Zoning Officer
- 1997-Present            Woolwich Township, Gloucester County  
Building Sub Code, Inspector  
Construction Official
- 1986-2011                Commissioner Gloucester County Utilities Authority
- 1976-1998                Self Employed General Contractor and Builder

## COMMUNITY

Born on June 25, 1954  
Married October 1, 1983 -Teresa M. Salvatore. Have  
two children (Alex 27, and Jamie 25)

1986- 2011 Gloucester County Utilities Authority

1992-1995 Mayor Borough of Paulsboro

1995 Vice President, Gloucester County Mayor Association

1984-1995 Paulsboro Planning Board

1984-1991 Councilman Borough of Paulsboro\*Council  
President\*Finance Chairman

1982-1987 Gloucester County Mosquito Commission  
(Chairman- 3 years)

1977-1984 Paulsboro Zoning Board (Chairman-5 years)

## LICENSURES

HHS Building Inspector (7621)  
Sub Code Official (7621)  
Construction Official (7621)  
Housing Code Official (7621)  
Inspector Multiple Dwellings (7621)

## MEMBERSHIPS

Gloucester County Mayor Association  
New Jersey Conference of Mayors  
Building Officials Association of N.J.  
Tri-County Construction Code Association  
International Code Council  
**New Jersey Planning Officials Association**

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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE ADULT  
LITERACY/GED SERVICES IN AN AMOUNT NOT TO EXCEED \$165,800.00  
FROM DECEMBER 1, 2012 THROUGH NOVEMBER 30, 2013**

**WHEREAS**, the Gloucester County College provides Adult Literacy/GED services to the residents of the County; and

**WHEREAS**, the County of Gloucester recognizes the need to enter into an agreement with Gloucester County College in order to continue and expand these services; and

**WHEREAS**, the term of this Agreement shall be for a one year period effective December 1, 2012 and ending November 30, 2013 in an amount not to exceed \$165,800.00; and

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

**WHEREAS**, notwithstanding the status of this contract as open-ended, the Purchasing Agent has certified the availability of funds in the amount of \$165,800.00 which amount shall be charged against budget line items # G-O2-12-084-170-21227 for \$116,060.00 and # G-O2-12-084-170-21228 for \$49,740.00 (WFNJ).

**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 and any other pertinent documents between the County and Gloucester County College (GCC) to provided adult literacy/GED services from December 1, 2012 through November 30, 2013.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

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**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**GLOUCESTER COUNTY COLLEGE  
AS THE OPERATING AGENCY OF  
THE WORK FIRST NEW JERSEY  
ADULT LITERACY**

**ALTERNATIVE WORK EXPERIENCE PROGRAM (AWEP)**

**Dated:**

**December 1, 2012**

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## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT**, dated December 1, 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 Two S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County College ("Local Unit") is a corporation of the State of New Jersey with offices located at 1492 & 1500 Tanyard Road, Sewell, New Jersey, 08312;
3. The County, through the Department of Economic Development – Workforce Investment Board, is aware of the need to serve eligible Work First New Jersey 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 Work First New Jersey Adult Literacy Alternative Work Experience Program (AWEP) at the Gloucester County College to pay Local Unit for expenditures related to the development and implementation of said Alternative Work Experience Program.
5. N.J.S.A. 40A:65-1 et sq., 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 the Gloucester County College for adult literacy Alternative Work Experience Program (AWEP) services within the County of Gloucester.

#### **B. LOCAL UNIT RESPONSIBILITIES.**

The Local Unit will:

1. Serve as the Operating Agency of the Work First NJ Adult Literacy Alternative Work Experience Program (AWEP) located at Gloucester County College.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in **Attachment D, Article 4**, performance criteria, and reports 4.1-4.7 annexed hereto.
4. Meet the expected level of service of 83 adults who will be part of the Work First New Jersey-AWEP.

**C. PAYMENT.**

County agrees to compensate the Local Unit in the amount not to exceed **\$165,800.00** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10<sup>th</sup> of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes.

**D. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing December 1, 2012 and terminating November 30, 2013. This agreement may be extended an additional two (2) years at the option of the County.

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

**E. LIMITATION OF DELEGATION.**

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

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement 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 **December 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

- A. Gloucester County College agrees to provide for 83 or more 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 Adult Literacy/ABE and GED program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral and eligibility determination to Gloucester County College will be supplied by the "To-Work" Case Managers at the One-Stop.
- Gloucester County College agrees to provide said services effective December 1, 2012 until November 30, 2013 for the amount not to exceed \$165,800.00 (**Attachment B** for Program Budget).
- B. Gloucester County College agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Gloucester County College. The County will be held harmless as pertains to legal fees and the costs of suit. Gloucester County College agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- C. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- D. Program Participants will spend a maximum of 36 weeks for 35 hours per week in a combined ABE/GED Literacy (education) and the Alternative Work Experience Program (AWEP) together with life skills and/or pre-vocational training that includes but is not limited to general office practices and the health care field.
- E. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10<sup>th</sup> day of each month for reimbursement. (See attachments)**

**Client/Work Flow****Work First Customers**

- Initial TABE will be conducted at the One-Stop Career Center – ESL testing with Best Plus will be conducted at Gloucester County College
- One-Stop Career Center Case Manager contacts Instructor at One-Stop to schedule TANF/GA/SNAP only customer for a Wednesday (ESL) or Thursday interview after taking TABE or when Instructor is available.

- GCC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the Thorofare One-Stop Career Center.
- Customer begins program the Monday after the prescription interview.
- Post TABE testing will be conducted after every 100 hours of participation or at the discretion of the GCC Site Coordinator. The customer's results will be forwarded to both MIS and Case Manager.
- Should a WFNJ customer have a TABE score 5<sup>th</sup> grade or below, customer will be referred to DVR as well GCC by the Case –Manager.
  - DVR will assess customer while customer is involved with the GCC AWEF; therefore, DVR assessment is now a countable activity.

**Reporting and Monitoring requirements:**

- E-Time sheets will be done on a weekly basis by GCC staff. GCC Staff will Contact GCOSCS Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at One-Stop as well as the 100-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.

**Extensions**

- Ten days prior to extension, GCC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by OSC Case Manager).
- GCC Staff is to contact MIS via monthly service report with indication of extension.

**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	9	36
St. Matthews	Day	ABE/GED	9 am – 2:30 pm	Mon – Thurs	20	51
Thorofare	Day	ABE/GED (WFNJ –AWEF)	8:30 am - 4:00 pm	Mon – Friday	35	51
Gloucester County Correctional Facility- Woodbury	Day	ABE/GED	1:30-4:30 pm	Tues & Thurs	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
Swedesboro Library	Evening	ESL	6:00-9:00 pm	Tues & Thurs Or Mon/Wed	6	28

**WFNJ - 12/1/12 - 11/30/13**  
**\$165,800.00**

<b>Category</b>	<b>Breakdown</b>	<b>Budget</b>
<b>Head Teacher</b>		
Brigette Satchell 10% of salary	30 wks X 35 hrs/wk X 49.01/hr X 10% (12/1/12-6/30/13)	5,146.05
	22 wks X 35 hrs/wk X 49.99/hr X 10% (7/1/13-11/30/13)	<u>3,849.23</u>
		8,995.28
<b>Full-time Instructor</b>		
Barbara Walker - 50% of salary	30 wks X 35 hrs/wk X 25.90/hr X 50% (12/1/12-6/30/13)	13,597.50
	22 wks X 35 hrs/wk X 25.90/hr X 50% (7/1/13-11/30/13)	<u>9,971.50</u>
		23,569.00
<b>Part-time Instructors</b>		
Burger, Michele	30 wks X 29 hrs/wk X 24.87/hr (12/1/12-6/30/13)	21,636.90
	22 wks X 29 hrs/wk X 25.39/hr (7/1/13-11/30/13)	<u>16,198.82</u>
		37,835.72
Sharadora Leslie Sisco	30 wks X 29 hrs/wk X 24.87/hr (12/1/12-6/30/13)	21,636.90
	22 wks X 29 hrs/wk X 25.39/hr (7/1/13-11/30/13)	<u>16,198.82</u>
		37,835.72
Nancy Nolan	(30 wks X 10 hrs/wk X 24.87 /hr)	7,461.00
	(22 wks X 10 hrs/wk X 25.39 /hr)	<u>5,585.80</u>
		13,046.80
Spencer, Joseph	(30 wks X 10 hrs/wk X 24.87 /hr)	7,461.00
	(22 wks X 10 hrs/wk X 25.39 /hr)	<u>5,585.80</u>
		13,046.80
<b>Total Salaries</b>		<u><b>134,329.32</b></u>

**Fringe**

Fica	7.65% of Total Salaries	10,276.19
Worker's Comp	0.285% of Total Salaries	382.84
TIAA	8% of Head Teacher Salary	719.62
PERS	3.55% of F/T Instructor	836.70
Health Benefits - Head Teacher	$(1,738.53 \times 1) + (1,943.14 \times 11) * 10\%$	3,875.98
Health Benefits - Full-time Instructor	$(1,282.98 \times 1) + (1,450.84 \times 11) * 50\%$	9,262.60
Dental - Head Teacher	$83.27 \times 12 \times 10\%$	99.92
Dental - Full-time Instructor	$83.27 \times 12 \times 50\%$	<u>499.62</u>
<b>Total Fringe</b>		<b>25,953.48</b>

**Total Salaries and Fringe****160,282.80****Equipment and Supplies**

Educational Supplies	2,000.00
Office Supplies	
Software	<u>2,767.20</u>
<b>Total Equipment and Supplies</b>	<b>4,767.20</b>

**Other Costs**

GED Testing fees for students	750.00
<b>Total Other Costs</b>	<u><b>750.00</b></u>

**Total Costs****165,800.00**

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 rec'd \$ \_\_\_\_\_ 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	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**Assessment of ABE 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

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:

14. Does he/she stimulate thinking?

1      2      3      4      5  
Dull                                  Stimulating  
Example or comments:

Example or comments:  
13. Are his/her classes interesting?

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:

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### 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:

*ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS*

- 4.1 The Contractor will be bound to a performance Accountability system which will include but not limited to the following standards for participants who are age 16 and up:
1. Basic Skills: At least 75% of the customers will successfully gain two grade levels per 100 hours of instruction or predetermined goal and demonstrate mastery of an array of competencies that will allow them to enter pre-selected vocational training or post- secondary education.
  2. GED: at least 80 % of the GED students will achieve mastery of skills that will allow them to sit for the GED exam. At least 75% of this population will obtain their GED.
  3. Computer Literacy: 70% of the customers will successfully demonstrate that they can operate a computer at set competencies established by the provider.
  4. Grade Level: 90% will advance one grade level per 100 hours of instruction
  5. Employment: 80% of adults not employed at the time of enrollment (except for TANF) will obtain unsubsidized employment within the first quarter of exiting program.
  6. Math Skills: 70% of the customers will be able to demonstrate through a written exam, that they know basic math skills – adding, subtracting, multiplication, and division (whole numbers, fractions, decimals, and percentages as it relates to individual’s occupational goal).
- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.
- 4.3 Additional performance indicators will consist of customer satisfaction of participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measured by the WIB through surveys conducted after the conclusion of the participation of customers in the approved activity(ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area, subsequent to the execution of this agreement.
- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor and Workforce Development, the Governor of the State of New Jersey or his designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive thereunder.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to adult participation.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

## *ARTICLE 5 – RECORDS*

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

## *ARTICLE 6 – AUDIT RIGHTS CLAUSE*

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.

- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of the single Audit Act, Federal OMB Circular A0128, "Audits of State, and Local Governments," or the audit provisions of Federal OMB Circular A-110, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

***ARTICLE 7 – BONDING AND INSURANCE***

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

***ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS, AGREEMENTS OR CHANGES***

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

***ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION***

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under

Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.

- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

#### ***ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES***

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

#### **NON-DISCRIMINATION ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

#### ***ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES***

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

#### ***ARTICLE 12 – CONFLICT OF INTEREST CLAUSE***

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials,

## *ARTICLE 13 – ACCOUNTING SYSTEM*

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
  - 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.
  - 13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.
  - 13.4.4 To provide adequate safeguards for cash and other assets.
  - 13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.
  - 13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.
  - 13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.
  - 13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.
  - 13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.
  - 13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

**ARTICLE 14 – COUNTY RESPONSIBILITIES**

- 14.1 The County will furnish reproducible masters of all standard forms required by the County.
- 14.2 The County will manage all WIA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.
- 14.3.1 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.
- 14.3.2 The County will provide technical assistance to the Contractor through the staff of the WIB.

**ARTICLE 15 – HOLD HARMLESS**

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3.1 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

**ARTICLE 16 – SUSPENSION & TERMINATION**

- 16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 17.2.1, 17.2.2, and 17.2.3 below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

- 16.2.1 This contract grant may be terminated for cause or convenience.

16.2.1 Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the

Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- 16.2.2 Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

#### ***ARTICLE 17 – RIGHT IN DATA AND INTELLECTUAL PROPERTY***

- 17.1.4 “Limited rights data,” as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.
- 17.1.5 “Restricted computer software,” as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
- 17.1.6 “Restricted rights,” as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.
- 17.1.7 “Technical data,” as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

#### **17.2 Allocations of Rights:**

- 17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

- 17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;

- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

### 17.3 Copyright:

- 17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.
- 17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.
- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

### 17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.
- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

## 17.5 Protection of Limited Rights Data and Restricted Computer Software

17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

## 17.7 Patent Indemnity:

17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contact not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

## 17.8 Patent Rights:

17.8.1 **Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 **Conditions when the County may obtain title:** The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

**17.8.3 Minimum rights to Contractor and protection of the Contractor right to file:** (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

**17.9 Notice and Assistance Regarding Patent and Copyright Infringement:**

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contact or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

***ARTICLE 18 – CLOSEOUT PROCEDURES***

**18.1 Contract shall be closed out in accordance with the following procedures:**

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &  
GENERAL PROVISIONS**

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **December 1, 2012 through November 30, 2013**.

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Workfirst New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

**ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS**

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

**ARTICLE 21 – SANCTIONS**

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

**ARTICLE 22 – COMPLIANCE WITH STATE LAWS**

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

**ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS**

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

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

**ARTICLE 24 – PROGRAM INCOME**

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

## **GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS**

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Season al Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

### ***ASSURANCES AND CERTIFICATIONS***

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

**GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES**  
**FOR WIA PARTICIPANTS**  
**Equal Opportunity is the Law**

**DISCRIMINATION COMPLAINT PROCEDURE**

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA) , in admission or access to , opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing o the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

.....

**GRIEVANCE COMPLAINT PROCEDURE**

**I. PHILOSOPHY**

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
  - a) The opportunity to question any witnesses or parties.
  - b) The right to an impartial hearing officer.
  - c) A verbatim or tape recording of the proceeding.
  - d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

**APPEAL PROCESS**

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development  
Deputy Assistant Director, Division of One Stop Programs and Services  
P.O. Box 055  
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



**RESOLUTION AUTHORIZING AGREEMENT NO. 13-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$67,535.00 FOR THE FISCAL YEAR 2013 TRANSPORTATION SYSTEMS PLANNING AND IMPLEMENTATION PROGRAM GRANT**

**WHEREAS**, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2013 Transportation Systems Planning & Implementation Program, (herein after known as "Transit Support Program" ); and

**WHEREAS**, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years from the Highway Planning Program for the County's Planning Division's mass- transportation planning services; and

**WHEREAS**, the DVRPC has agreed to make a grant available again to the County from the Transit Support Program in consideration of the County's Planning Department performing certain in-kind services related to the said program, in accord with the terms and conditions of the attached Agreement No. 13-63-022 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement provides for funding from the DVRPC in the sum of \$53,228.00, with local in-kind matching services from the County in the amount of \$14,307.00, for a total of \$67,535.00; and

**WHEREAS**, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

**WHEREAS**, the Board of Chosen Freeholders of the County desires to obtain the said grant, and implement said program with its attendant responsibilities.

**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 hereby authorized and directed to execute Agreement No.13-63-022 between the County, and the DVRPC, in the amount of \$67,535 (\$53,228.00 from the DVRPC, and \$14,307.00 from the County as in-kind matching services) for Fiscal Year 2013 Transportation Systems Planning and Implementation Program Grant.

2. This Resolution shall be effective immediately upon passage.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on December 5, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT DiLELLA, CLERK**

BO



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

TO: Rick Westergaard

FREEHOLDER DIRECTOR  
Robert M. Damminger

DEPARTMENT: Public Works / Planning

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

GRANT TITLE: Transportation Systems Planning & Implementation

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



DATE: November 20, 2012

DEPARTMENT OF HUMAN  
SERVICES

**CERTIFICATION LETTER**

DIRECTOR  
Lisa A. Cerny

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

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

FREEHOLDER MEETING: December 5, 2012

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

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

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$67,535

No. 13-63-022

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2012, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

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

WITNESSETH:

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

accomplishment of a grant from the following Agency:

<b>Agency</b>	<b>Funds</b>	<b>Source of Funds</b>	<b>Date</b>
New Jersey Department of Transportation	\$53,228	Federal Highway Administration	07/01/2012

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 13-63-022, Transit Support Program, in the COMMISSION's FY 2013 Work Program, hereinafter referred to as the PROJECT; and

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

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

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

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

Section 1: General Conditions

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

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$67,535 funded as shown by the following:

Funds Provided by Agencies: \$53,228.00

CONTRACTOR Local Match: \$14,307.00

CONTRACTOR Match for COMMISSION: \$0.00

Commission Contribution:

Other Contributions: \$0.00

Total Amount: \$67,535

Section 3: Method of Payment

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

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

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall

not exceed Fifty Three Thousand Two Hundred Twenty Eight Dollars (\$53,228.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

#### Section 4: Administration of Agreement

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

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

#### Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2013.

#### Section 6: Coordination and Cooperation

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

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

Section 7: Special Conditions

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

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

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2013 or payment cannot be assured. All other conditions of Article 6 remain unchanged

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

ATTEST:

DELAWARE VALLEY REGIONAL  
PLANNING COMMISSION

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

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

Date \_\_\_\_\_

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

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

By: \_\_\_\_\_  
Gloucester County, NJ

Date \_\_\_\_\_

Federal Information:  
Type of Grant: FHWA Grant  
Grant Number: 20.205  
Federal Funds: \$53,228.00

*Sign Here  
+  
Return*

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

Exhibit A

**PROJECT: 13-63-022 Transportation Systems Planning & Implementation**

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**Responsible Agency: Gloucester County Planning Department**

**Project Manager: Sarah Oaks**

**Goals:**

Improve the efficiency of the region's transportation network by carrying out a comprehensive local transit planning program

**Description:**

Improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program to maintain current local and regional public transportation activities and to provide the means to develop future public transportation plans that meet changing local and regional needs. Serve on steering committees, and the Local Citizens Transportation Advisory Committee. Conduct research and prepare reports on public transportation matters as required. Attend meetings, seminars and public hearings related to public transportation.

**Tasks:**

1. Monitor NJ TRANSIT service within the county, perform detailed analysis and submit recommendations to NJ TRANSIT
2. Assist NJDOT, NJ TRANSIT and DVRPC in the investigation of potential transportation improvements
3. Assist the business community in identifying their transportation needs and provide information as to their transportation alternatives
4. Continue regional marketing and marketing activities
5. Provide technical assistance and program coordination with regional, state and local agencies
6. Participate in transportation meetings and conferences
7. Administer project, which will include submission of quarterly progress reports, quarterly invoices and final report
8. Respond to public information requests

**Products:**

1. Service improvement recommendations
2. Quarterly reports and billings and final report

**Beneficiaries:**

Gloucester County, Municipalities, Private Sector, Citizens

**Project Cost and Funding:**

<b>FY</b>	<b>Total</b>	<b>Highway Program</b>	<b>Transit Program</b>	<b>Comprehensive Planning</b>	<b>Other *</b>
2012	\$67,535		\$67,535		
2013	\$67,535		\$67,535		
2014	\$67,535		\$67,535		
2015	\$67,535		\$67,535		

INVOICE

Delaware Valley Regional  
Planning Commission  
190 N. Independence Mall West – 8<sup>th</sup> Floor  
Philadelphia, PA 19106

Date: \_\_\_\_\_  
Agreement No.: 13-63-022  
Reporting Period:  
From: \_\_\_\_\_  
To: \_\_\_\_\_

Attention: Accounting Department

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

1. Total Cost Incurred During Period	\$
2. Less Matching for Agency Grant (-21.1845%)	\$ _____
3. Less Retainage, if any	(-) \$0.00 _____
4. Net Amount Payable	\$

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Agency: The County of Gloucester, NJ

Project Title: Transportation Systems Planning & Implementation Program

\*Please attach all original invoices.

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

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

Project No.: 13-63-022      Agency: The County of Gloucester, NJ Title: Transit Support Program

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

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

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

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

NON-LABOR COSTS (Specify in Detail)

1		\$
2		\$
3		\$

TOTAL NON-LABOR \$ \_\_\_\_\_

=====

TOTAL COST \$ \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

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

Task Billing Summary

AGENCY: Gloucester County

PROJECT NO.: 13-63-022

DATE:

TASK TITLE	BUDGET	PREVIOUS COSTS	CURRENT COSTS	TOTAL COSTS	BALANCE
Task 1 - Monitor NJ Transit	\$ 12,000.00				\$ 12,000.00
Task 2- Assist regional Agencies w/Transit Projects	\$ 10,000.00				\$ 10,000.00
Task 3- Assist Business Community	\$ 4,000.00				\$ 4,000.00
Task 4 - Regional Marketing	\$ 12,000.00				\$ 12,000.00
Task 5 - Provide Technical Assistance	\$ 8,000.00				\$ 8,000.00
Task 6 - Participate in Meetings	\$ 7,535.00				\$ 7,535.00
Task 7 - Administration	\$ 8,000.00				\$ 8,000.00
Task 8 - Response to Public Requests	\$ 6,000.00				\$ 6,000.00
<b>TOTAL</b>	<b>\$ 67,535.00</b>				<b>\$ 67,535.00</b>

Object Billing Summary

AGENCY: Gloucester County  
 PROJECT NO.: 13-63-022

DATE:

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COSTS	CURRENT COSTS	TOTAL COSTS	BALANCE
PERSONNEL	\$ 45,000.00				\$ 45,000.00
FRINGE BENEFITS @53.83%	\$ 21,535.00				\$ 21,535.00
TRAVEL	\$ 500.00				\$ 500.00
MATERIAL SUPPLIES	\$ 500.00				\$ 500.00
					\$ -
					\$ -
<b>TOTAL</b>	\$ 67,535.00				\$ 67,535.00
LESS AGENCY MATCH (21.1845%)	\$ 14,307.00				\$ 14,307.00
LESS COMMISSION MATCH	\$ -				\$ -
<b>AMOUNT PAYABLE</b>	\$ 53,228.00				\$ 53,228.00

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

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

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

Last Revision 11-23-98

## Article 1: Responsibilities and Services of the CONTRACTOR

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

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

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

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

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

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

*Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the CONTRACTOR. All procurement expenses shall be borne by the CONTRACTOR. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The CONTRACTOR is required to submit a monthly summary progress report to

the COMMISSION not later than ten (10) days after the close of the preceding month. This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the CONTRACTOR's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the CONTRACTOR shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The CONTRACTOR shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The CONTRACTOR hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The CONTRACTOR shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the CONTRACTOR's officers, employees or agents under this Agreement; and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be subcontracted by the CONTRACTOR without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All subcontracts entered into by the CONTRACTOR shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The CONTRACTOR shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal

assistance if a real or apparent conflict of interest would be involved.  
11-23-98

Section Added

#### Article 2: Assignability

2.1 The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the CONTRACTOR from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

#### Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the CONTRACTOR under this Agreement shall be under the general supervision and direction of the COMMISSION.

#### Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.
- 4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.
- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.
- 4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

## Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the CONTRACTOR's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

### Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the CONTRACTOR. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the CONTRACTOR. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the CONTRACTOR.

*Section Revised 9-19-97*

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the CONTRACTOR shall be in writing in the form of a letter from the COMMISSION to the CONTRACTOR, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

*Section Revised 9-19-97*

Letters authorizing changes may be issued in the following instances:

- a. When the CONTRACTOR requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.

*Paragraph Revised 9-19-97*

- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the CONTRACTOR will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other

principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

#### Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the CONTRACTOR based on monthly or quarterly invoices which shall be submitted in writing by the CONTRACTOR to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the CONTRACTOR.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the CONTRACTOR based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the CONTRACTOR in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the CONTRACTOR in accordance with Article 1.7 hereof.

The CONTRACTOR's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the

CONTRACTOR has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the CONTRACTOR prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible under the Federal grant contract, the CONTRACTOR will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

*Paragraph Added 2-2-98*

6.5 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set

Exhibit B.8

forth in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the CONTRACTOR by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the CONTRACTOR must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the CONTRACTOR shall, at the option of the COMMISSION, become the property of the COMMISSION and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the CONTRACTOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the CONTRACTOR, and the COMMISSION may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the CONTRACTOR for breach of this Agreement is determined.

7.7 Prior to termination for cause, the CONTRACTOR shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The CONTRACTOR may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the CONTRACTOR shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the CONTRACTOR has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the CONTRACTOR must refund or credit to the COMMISSION that portion of any funds paid or owed the CONTRACTOR and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The CONTRACTOR shall not make any new commitments without COMMISSION approval. The CONTRACTOR shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

#### Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the CONTRACTOR, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the

issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the CONTRACTOR and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the CONTRACTOR for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the CONTRACTOR for minimizing costs.

8.4 Upon receipt of a stop-work order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the CONTRACTOR shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the Agreement shall be amended accordingly, provided the CONTRACTOR asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the CONTRACTOR's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the CONTRACTOR after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this Agreement.

#### Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the CONTRACTOR.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

*Article Revised 9-19-97*

#### Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

#### Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The CONTRACTOR agrees to comply with, and assure compliance of all subcontractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The CONTRACTOR agrees to comply with, and assure compliance by third

party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The CONTRACTOR agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the CONTRACTOR to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

- i. The CONTRACTOR hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 23.

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. § § 3801 *et seq.*
- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.
- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.
- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
  - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue.

Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

- (h) Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism: The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Revention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Publis Health

Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

#### 11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations.

*Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

*Section Revised 11-23-98*

#### 11.3 Disclosure of Information

All information obtained by the CONTRACTOR in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

#### 11.4 Clean Air and Clean Water

The CONTRACTOR hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.).

*Section Revised 9-19-97*

#### 11.5 Energy Conservation Program

The CONTRACTOR agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

*Section Revised 9-19-97*

#### 11.6 Historic Preservation

In connection with carrying out this Project, the CONTRACTOR shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

#### 11.7 Environmental Requirements

The CONTRACTOR shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

*Section Added 9-19-97*

#### 11.8 Resource Conservation and Recovery Act

The CONTRACTOR shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

*Section Added 2-2-98*

#### 11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The CONTRACTOR shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

*Section Added 2-2-98*

#### 11.10 Contract Work Hours and Safety Standards Act

The CONTRACTOR shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

*Section Added 2-2-98*

#### 11.11 Metric System

To the extent required by the AGENCY, the CONTRACTOR agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

*Section Added 9-19-97*

#### 11.12 False or Fraudulent Statements and Claims

The CONTRACTOR agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

*Section Added 9-19-97*

#### 11.13 Incorporation of Provisions

The CONTRACTOR shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

#### Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

*Paragraph Added 11-23-98*

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendemnts of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

*Paragraph Revised 11-23-98*

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

*Article Revised 9-19-97*

#### Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Artic

Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

*Major Revision 9-19-97*

Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

Article 22: Invoice Forms and Time Sheets

2.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

2 In order to comply with Federal Audit Regulations, each employee who works on PROJECT must account for 100% of his or her time, although he or she only works

Exhibit B.22

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

**RESOLUTION ENDORSING THE REPORT AND FINDINGS BY THE COUNTY ENGINEER REGARDING THE INCOMPLETE COUNTY ROAD IMPROVEMENTS TO COUNTY ROUTE 664 UNDER PERMIT # 008-205 AND COUNTY PLANNING BOARD SITE PLAN CODE # EG-0450A; AND CONFIRMING THAT THE SAID IMPROVEMENTS HAVE NOT BEEN APPROVED OR ACCEPTED BY THE COUNTY, SO THAT AUTHORIZATION IS GIVEN TO DRAW DOWN ON THE IRREVOCABLE STAND-BY LETTER OF CREDIT (PERFORMANCE) POSTED AS A CONDITION OF THE PERMIT AND/OR APPROVAL**

**WHEREAS**, Brynwood Development Group, LLC (hereinafter the "Applicant") made application to the County of Gloucester (hereinafter "County") through the County's Department of Public Works for a road opening/curbing/access permit on or about August 13, 2008; and,

**WHEREAS**, on or about August 20, 2008, the County, through its Department of Public Works, issued Permit # 008-205 to the Applicant for certain roadway improvements, including, but not limited to, road opening, access and curbing on County Route 664 in or about the area of the property known as Block 1202, Lots 7.01 and 7.03, in the Township of East Greenwich (hereinafter the "Township"); and,

**WHEREAS**, as a condition of the issuance of the said permit to the Applicant; the County required that the Applicant post a Performance Guarantee in the form of either a Performance Bond or Performance Letter of Credit in the sum of Seventy Four Thousand Five Hundred and Twenty Dollars and Zero Cents (\$74,520.00), which would ensure that the roadway improvements for which the permit was sought were completed in accordance with Permit # 008-205, the approval previously received by the Applicants from the County's Planning Board under Code # EG-0450A (hereinafter the "Planning Board Approval"), and the County's specifications governing such improvements; and,

**WHEREAS**, the Applicant posted, as the Performance Guarantee for Permit #008-205, Irrevocable Stand-by Letter of Credit No. 86000296 dated July 9, 2008, wherein the County is beneficiary thereof (hereinafter the "LOC"); and,

**WHEREAS**, the LOC was posted as the Performance Guarantee by the Applicant to and with the County, so as to ensure that the Applicant undertook and completed in accordance with Permit # 008-205, the Planning Board Approval, and in accordance with the County's specifications, those roadway improvements contained on the Estimate Sheet prepared by the County Engineer dated September 6, 2007 (hereinafter the "Estimate Sheet"), which said improvements were as follows:

1. 9"x18" Conc. Vert. Curb, 6" Reveal (450 L.F.);
2. Bit. Conc. Pavement (full depth) (675 S.Y.);
3. Bit. Conc. Overlay w/Milling, 2" thk. (100 S.Y.);
4. Inlet, Type A (1 Unit);
5. Inlet, Type B (3 Unit);
6. 18" R.C.C.P. (330 L.F.);
7. 18" Conc. Headwall (1 Unit); and,
8. Traffic Striping and Signs (1 L.S.); and,

**WHEREAS**, the Applicant has failed and refused, and continues to fail and refuse, to complete the roadway improvements for which the Permit # 008-205 was issued, as set forth on the Estimate Sheet; and

**WHEREAS**, a "Notice of Incompletions" dated November 26, 2012 was served upon the Applicant via certified mail, return receipt requested, and regular mail, which said notice confirmed for the Applicant that the roadway improvements as detailed on the Estimate Sheet had not been completed in accordance with Permit # 008-205, the Planning Board Approval, or County specifications (hereinafter the "Notice"); and,

**WHEREAS**, the Notice further informed the Applicant that the County had initiated the process of drawing under the LOC the total amount of \$24,996.00, so as to ensure by making such draw that the roadway improvements in question under Permit # 008-205 were completed as required; and,

**WHEREAS**, the County Engineer's office has found and determined based upon inspections, and issued his report dated November 19, 2012, that the roadway improvements for which Permit # 008-205 had been issued by the County had not been completed by the Applicant in accordance with the said permit, the prior Planning Board Approval, or per County specifications (hereinafter the "Incompletions Report"); and,

**WHEREAS**, the Incompletions Report details the findings of the County Engineer's office that the roadway improvements required to be undertaken by the Applicant pursuant to the Permit # 008-205 have not been completed; and thereby that same have not been approved, nor accepted, by the County by virtue of the fact that same have not been completed.

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

1. The Board of Chosen Freeholders hereby adopts and endorses the findings and conclusions of the County Engineer's office as set out in the Inspection Report; and
2. The Board of Chosen Freeholders has determined based upon the Inspection Report that the roadway improvements that were required to be undertaken by the Applicant in accordance with Permit # 008-205, the Planning Board Approval, and per County specifications, have not been completed by the Applicant; and
3. The Board of Chosen Freeholders hereby confirms that it has not approved of, nor accepted, any of the roadway improvements required to be completed by the Applicant under Permit # 008-205, as same cannot be approved or accepted in light of there not having been completed by the Applicant; and
4. The Board of Chosen Freeholders hereby authorizes the County Treasurer, the County Engineer, and County Counsel, to undertake any and all steps necessary to draw the sum of \$24,996.00 under Irrevocable Stand-by Letter of Credit No. 86000296 issued by Liberty Bell Bank; and to take any and all steps necessary, including, but not limited to, the preparation and signing of any drafts, certifications or other documents necessary to make such draw on or before the expiration of the said letter of credit.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



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**RESOLUTION AUTHORIZING EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH NJ TRANSIT  
IN REGARD TO SERVICES AS AN ASSESSMENT AGENCY**

**WHEREAS**, NJ Transit provides a service referred to as Access Link, which is an ADA paratransit service provided curb to curb, for eligible people with disabilities; and

**WHEREAS**, NJ Transit, through local agencies known as "Assessment Agencies", may assist individuals in the application for Access Link services; and

**WHEREAS**, the County of Gloucester, through the Division of Disability Services has been serving in the capacity as an Assessment Agency for a number of years; and

**WHEREAS**, the Memorandum of Understanding, effective October 1, 2012 to October 1, 2013, sets forth the responsibilities and obligations in the administration of the Transportation Assessment interview process, including a reimbursement rate to the Assessment Agency of \$50.00 for each properly completed assessment; and

**WHEREAS**, the Agency (Gloucester County Division of Disability Services) shall conduct the assessment interviews and gather all necessary information and documentation, with the determination as to eligibility being made by NJ Transit upon receipt of the complete assessment with medical verification.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey that the Director and the Clerk of the Gloucester County Board of Chosen Freeholders are hereby authorized to execute a Memorandum of Understanding, in effect from October 1, 2012 to October 1, 2013 with NJ Transit to effectuate the hereinabove purposes.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
James S. Simpson, Board Chairman  
James Weinstein, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

November 6, 2012

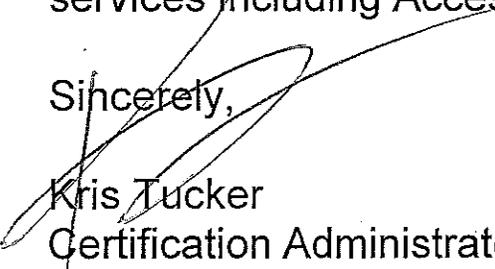
Dear Assessment Agency Partner:

Enclosed you will find a Memoranda of Understanding which outlines the terms and conditions for NJ TRANSIT's relationship with your agency as a Transportation Assessment Agency.

Please return the signed agreement to me at 973.609.1800. If you have any questions or concerns please contact me directly at 973.491.7653. I will then return a signed copy for your records.

Thank you in advance for your continued support of our efforts to educate customers with disabilities about all of our accessible services including Access Link.

Sincerely,

  
Kris Tucker  
Certification Administrator, ADA Services



## MEMORANDA OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

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This Memoranda of Understanding (MOU) is entered between **NJ TRANSIT (NJT)** and **GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES**. It is understood that this MOU is in effect from October 1, 2012 and ending on October 1, 2013.

The purpose of this MOU is to establish the agreement between our agencies to provide people with disabilities consistent opportunities to participate in the federally mandated certification process developed to determine paratransit eligibility in the state of New Jersey.

**GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES** is responsible to do the following:

- Designate two (2) individuals, preferably agency employees, to be interviewers and provide NJT with the resumes of the selected interviewers.
- Designate a minimum of two specific days and times per month, to conduct Transportation Assessment interviews.
- Provide an accessible private office where the interviews will be conducted.
- When applicable, provide a separate confidential setting for customers to be introduced to Travel Instruction. Travel Instruction is a program designed to offer customers opportunities to develop independent travel skills.
- Provide NJT with a schedule of all planned (*holiday, pre-holiday*) agency closings.
- Provide advance notice of all agency related activities (i.e. construction, remodeling, elevator outages etc.) that could have an impact on a customer's ability to safely access your interview location.
- Contact the Certification Administrator at 201.341.9496, 973.491.7653 or [KTUCKER@NJTRANSIT.com](mailto:KTUCKER@NJTRANSIT.com) in the event of an emergency closing, delayed opening, early departure or any other occurrences that would interfere with your ability to conduct scheduled interviews. You may also contact the Certification Unit at 973.491.4275.
- Provide NJT will at least 48 hours notice of "non emergency" issues that will result in cancellations of assessment interview(s) or changes to the previously agreed upon appointment schedule.
- Make a good faith effort to offer alternative interview dates when pre-scheduled dates have to be cancelled.
- Complete and submit accurate invoices for payment on a monthly basis, following the NJT prescribed invoice process.
- Have all your interviewers (or at least one representative) attend all Assessment Agency meetings held by NJT.
- Display NJT's Accessible Services materials, brochures and schedules.
- Notify NJT, if an Assessment Interviewer will be assisting an employee or consumer of your agency with any part of the certification process. This notification can be emailed to the Certification Administrator at [KTUCKER@NJTRANSIT.com](mailto:KTUCKER@NJTRANSIT.com).
- Immediately, notify NJT if a Transportation Assessment Interviewer leaves. NJT will allow Assessment Agencies thirty (30) days to identify and present the new interviewers for training.
- Communicate, immediately, with NJT's ADA Services about accidents or incidents involving Transportation Assessment Interviewers and customers attending interviews at your location that could have a negative public relations impact on NJT.



## MEMORANDA OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

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The trained Transportation Assessment Interviewer is required to do the following:

- Conduct the in-person Transportation Assessment interview in a confidential setting.
- Discuss NJT's Accessible Services.
- Make referrals where appropriate.
- Inform customers that your agency is collecting information on behalf of NJT and that NJT is responsible to make all eligibility decision about the paratransit service Access Link. It is imperative that the customer understand that neither the interviewer nor the agency where the interview is being held has any decision making power regarding eligibility determinations for Access Link.
- Make and provide a copy of documents used to verify the identity of the customer, parent and/or guardian.
- Make and provide a copy of relevant documents (i.e. Psychological Reports, Individual Habilitation Plans, Individual Education Plans, etc.) that are less than twelve (12) months old.
- Mail the original Transportation Assessment and the copies of the documents described above to NJT within one (1) business day after the interview.
- Immediately notify NJT if a customer attending a Transportation Assessment interview is employed, receives services or is in any way affiliated with your agency.
- Provide NJT with confirmation that the medical verification form has been faxed to the customer's doctor.
- Keep a copy of the Transportation Assessment and all related documents for a period of not less than six (6) months in a secure confidential location.
- Maintain communication with NJT about day of service issues by calling 973.491.4275.
- Provide follow-up in the event additional information is needed and as requested by NJ TRANSIT to make an eligibility determination.

NJ TRANSIT is responsible to:

- Train selected agency staff on how to effectively assist customers with completing Transportation Assessments.
- Monitor and provide performance feed-back for Transportation Assessment Interviewers through the Quality Circle initiatives and re-train when appropriate.
- Maintain communication regarding all new and revised policies and procedures relevant to the Transportation Assessment interview process.
- Invite agency staff to the ADA Lecture Series. The lecture series is facilitated by guest speakers representing a multitude of professions within the community of organizations created to work with people who have disabilities.
- Process invoices within a timely manner and honor the reimbursement fee of \$50.00 for each properly completed Transportation Assessment. This rate is designed to cover all expenses (except travel as detailed below) including postal, copying, faxing, and administrative costs.
- Reimburse the agency for staff travel only to and from pre-arranged Assessment Agency meetings and trainings at a rate of fifty-five cents per mile (*subject to IRS ruling*).
- Make all determinations about a customer's eligibility for Access Link paratransit service.
- Schedule customers to attend the Assessment interviews and communicate schedule changes in a timely manner.



## MEMORANDA OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

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NJT reserves the right to approve all personnel, require the retraining, suspension, or removal of said personnel from the Transportation Assessment Interviewer roster if the personnel's performance, in NJT's opinion, is detracting from the quality or efficiency of the service.

The terms of this Memoranda of Understanding have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Memoranda of Understanding set forth in the proceeding pages. NJT reserves the right to terminate participation without prior notice.

By:   
(signature)

Name: Leona Mather

Title: Division Head

Agency: GLOUCESTER COUNTY  
OFFICE OF DISABILITY SERVICES

Date: December 5, 2012

By: \_\_\_\_\_  
(signature)

Ronnie Siriani

Director, ADA SERVICES

NJ TRANSIT

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

By: \_\_\_\_\_  
(signature)

Name: Robert M. Damming

Title: Freeholder Director

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH MARYVILLE, INC., TO INCREASE THE CONTRACT AMOUNT BY \$6,000.00**

**WHEREAS**, the County of Gloucester awarded a contract on February 16, 2011, per RFP# 11-009 to Maryville, Inc. to provide 1) Adult General Population and MICA Residential Addiction Treatment; (2) Adult Inpatient Detoxification; (3) Adult Outpatient Treatment; (4) Adult Outpatient Assessments and Evaluations; and (5) Sober Living Housing to benefit Gloucester County Residents; and

**WHEREAS**, an amendment was authorized on June 6, 2012 to reallocate funding from a cancelled contract awarded from RFP#11-009 to Kennedy Memorial University Medical Center, increasing the maximum contract amount by \$23,200.00, making the maximum contract amount \$200,200.00 from January 1, 2012 to December 31, 2012; and

**WHEREAS**, an additional amendment is necessary to reallocate funding from grant dollars over budgeted in salaries and unanticipated services for detoxification services, which amendment was not anticipated at the onset of the original contract; and

**WHEREAS**, the contract will be increased by \$6,000.00, resulting in a maximum contract amount of \$206,200.00, from January 1, 2012 to December 31, 2012; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid; and

**WHEREAS**, all other terms and provisions of the original contracts that have not been 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 as follows:

1. That the Director of the Board and Clerk of the Board are hereby authorized to execute an Amendment to the contract between the County of Gloucester and Maryville, Inc. to increase the maximum contract amount by \$6,000.00, making the maximum contract amount \$206,200.00, from January 1, 2012 to December 31, 2012, due to reallocation of funding from grant dollars over budgeted in salaries and unanticipated services for detoxification services.
2. That all other terms and provisions of the original contract shall remain in full force and effect.

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 5th, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

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**AMENDMENT TO CONTRACT BETWEEN  
MARYVILLE, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 16th day of February 2011 (Per RFP #11-009), by and between Maryville and the County of Gloucester and a contract amendment was entered into on the 6<sup>th</sup> day of June, 2012.

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

**The Contract is amended for additional contract specified Substance Abuse Services as follows: Residential Detoxification (\$2,200.00) and Sober Living/Oxford House Services (\$3,800.00) to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$6,000.00, resulting in a maximum contract amount of \$206,200.00, from January 1, 2012 to December 31, 2012.**

**Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid.**

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

**THIS ADDENDUM** is effective as of the 5<sup>th</sup> day of December, 2012.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**MARYVILLE, INC.**

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

**RESOLUTION AUTHORIZING APPLICATION FOR THE GLOUCESTER COUNTY  
COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW  
JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES,  
FOR AN AMOUNT NOT TO EXCEED \$663,545.00,  
FROM JANUARY 1, 2013 TO DECEMBER 31, 2013**

**WHEREAS**, the County of Gloucester desires to submit an application for the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant No. 13-530-ADA-O to the New Jersey Department of Human Services/Division of Mental Health and Addiction Services for the period from January 1, 2013 to December 31, 2013; and

**WHEREAS**, this funding is specifically for providing comprehensive addiction services including; prevention, intervention, residential detoxification, residential treatment, out-patient treatment, half-way house services, outpatient opiate treatment services, and sober living recovery support services for Gloucester County residents in need of said services; and

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

**WHEREAS**, the Department of Health, Senior and Disability Services, Division of Disability Services has reviewed all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including, but not limited to, an annualized action plan, spending plan, ect.; and

**WHEREAS**, the Department of Health, Senior and Disability Services, Division of Disability Services has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is in an amount not to exceed \$663,545.00, with this total representing \$578,995.00 from the State of New Jersey and funds from other sources (County matching dollars) in the amount of \$84,550.00; and

**WHEREAS**, this grant will be effective for the period of January 1, 2013 through December 31, 2013.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application and are hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey Department of Human Services, requesting the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant, in an amount not to exceed \$663,545.00, with this total representing \$578,995.00 from the State of New Jersey and funds from other sources (County matching dollars) in the amount of \$84,550.00.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.
3. The funding by the County of Gloucester is subject to the approval of the 2013 Gloucester County Budget.

4. That in the event additional funding is awarded as a result of the failure of other eligible Counties to apply or NJ DAS allocating additional supplemental funds, all such additional funding will be utilized on the programs for alcoholism and drug abuse services for fiscal year 2013 in accordance with grant requirements and all other conditions of this application.
5. That the County of Gloucester will submit an application to the New Jersey Department of Human Services/ Division of Mental Health and Addiction Services, which application shall include an action plan and spending plan, and that the County model program with all its requirements is hereby approved and shall be adopted and implemented by the Gloucester County Department of Human Services, Division of Addiction Services and said Department shall be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders on December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**