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**RESOLUTION AUTHORIZING A CONTRACT WITH KEEFE COMMISSARY
NETWORK FOR COMMISSARY SERVICES FOR THE COUNTY DEPARTMENT
OF CORRECTIONAL SERVICES FROM FEBRUARY 2, 2013 TO FEBRUARY 1, 2015
WITH EXTENSION OPTIONS**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for commissary services for the Gloucester County Jail; and

WHEREAS, after following proper public bidding procedure, it was determined that Keefe Commissary Network, with offices at 301 Mill Road, Edison, NJ 08837 was the lowest responsive and responsible bidder to perform said services, as more specifically described in the bid specifications PD 013-003; and

WHEREAS, Vendor shall be compensated by the inmates of the Gloucester County jail for commissary services, pursuant to and subject to all terms and provisions of the specifications identified as PD 013-003. Therefore, no Certificate of Availability of Funds is required.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for commissary services for the Gloucester County Jail, that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract with Keefe Commissary Network from February 2, 2013 to February 1, 2015 with an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
KEEFE COMMISSARY NETWORK**

THIS CONTRACT is made effective the 2nd day of February, 2013 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **KEEFE COMMISSARY NETWORK**, with offices at 301 Mill Road, Edison, New Jersey 08837, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for commissary services for the inmates at the Gloucester County Jail; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Contractor shall commence February 2, 2013 and terminate February 1, 2015, with the option by the County to extend the contract for one (1) two (2) year period or two (2) one (1) year periods consistent with the bid specifications identified as PD-013-003.
2. **COMPENSATION.** Vendor shall be compensated by the inmates of the Gloucester County jail for commissary services, pursuant to and subject to all terms and provisions of the specifications identified as PD 013-003.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the bid specifications identified as PD-013-003 which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-13-003, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 013-003, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 2nd day of February, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

KEEFE COMMISSARY NETWORK

BY: _____

Please Print Name



PD 013-003 Bid Opening 1/04/2013 10:00am			
SPECIFICATIONS AND PROPOSAL FORM FOR INMATE COMMISSARY SERVICES FOR THE GLOUCESTER COUNTY JAIL			
	VENDOR: Keefe Commissary Network 301 Mill Road Edison, NJ 08837 M. Hernandez Regional Manager 800 831-1728 732 248-8999 Fax	VENDOR: Swanson Service Corp. 1133 Pennsylvania St. Denver, CO 80203 Kelly Dillon Pres. 303 832-3920 303 832-7796 Fax	
ITEM	Description	Cost to County	Cost to County
	ALBERTO V05 SHAMPOO 15 OZ	2.7 / .18 per oz	\$3.04 Slave / .21 per oz
	ALBERTO V05 CONDITIONER 15 OZ	2.7 / .18 per oz	3.77 / .25 per oz
	DARK & LIVELY SHAMPOO 13.5 OZ	\$4.02	\$3.04 - 15 OZ
	SOFTEE BERGAMOT HAIRDRESS 5 OZ	\$2.54	\$2.57 4 OZ
	P-UP WOMANS A/P DEODERANT	\$2.70	\$3.38
	MENNON A/P DEODERANT 3 OZ	\$3.85	\$3.36
	DRK & LVLV MOIST INST. CONDITIONER	\$4.02	\$3.04 - 15 OZ
	BABY POWDER	\$1.60	\$1.34
	SKIN CARO LOTION 15 OZ	\$2.59	\$2.13
	CR. COCOA BUTTER LTN 4 OZ	\$0.61	\$1.22
	PETROLEUM JELLY 1 OZ	\$0.99	\$1.74
	MEDICATED SKIN CREAM 4.5 OZ	2.37 / .53 per oz	\$3.29 - 2.5 OZ / 1.32 per oz
	ANTI FUNGAL CREAM	\$2.48	\$4.29
	CHAPET	\$1.54	\$1.40
	6 OZ MAGIC SHAVE	3.85 / .64 per oz	\$1.89 - 3 oz / .63 per oz
	BRUSHLESS SHAVE CREAM	\$3.71	-
	NEXT 1 SHAMPOO	\$2.75 (Elementz Brand)	-
	NEXT 1 CONDITIONER	\$2.75 (Elementz Brand)	-
	MENNON DRY SHOWER FRESH DEODERANT	3.19 / ??? per oz	\$3.36 - 2 oz / 1.68 per oz
	NEXT 1 COCOA BUTTER BAR SOAP 6 OZ	\$1.27 (KCN 5oz)	\$1.39
	IVORY BAR SOAP 3.1 OZ SINGLE BAR	\$1.21	\$0.99
	DIAL ANTIBACTERIAL SOAP 3.5 OZ	\$1.10	\$1.40
	MOISTURIZING SOAP	\$1.21	\$1.67
	DOVE SOAP	\$2.04	\$2.35
	BLACK/WHITE SKIN	\$3.25	-
	NEUTOGENA SOAP	\$3.40	\$4.63
	CRAWFORD MOUTHWASH 6 OZ	\$1.82 (KCN 8oz)	\$3.50 16 OZ
	AIM 6 OZ TOOTHPASTE	\$3.41	\$3.60 COLGATE
	4 OZ COOL-WAVE TOOTHPASTE	\$2.64	\$1.16 2.75 OZ COOLMIST
	SECURITY TOOTHRUSH	\$0.77	\$0.95
	ANTACID LIKE TUMS 2PK	\$0.55	\$1.34
	APAP LIKE (XSTGTH TYL) 2 PK	\$0.44	\$0.24
	GOOD SENSE DENTURE CLEANER	\$3.69	\$2.07
	205 OZ EFFERGRIP	\$4.46	\$4.38
	TUMS 1-ROLL PACK ORIGINAL	\$1.38	\$1.34
	1-DAY VIT W/O IRON 90 CT	\$2.81	\$4.57
	FOOT POWDER	\$2.42	\$9.44
	HANDKERCHIEF	\$0.99	\$0.98
	COTTON SWAB 90 CT BOX	\$1.43	\$2.20
	5" COMB	\$0.28	\$0.15

HAIRBRUSH W/O HANDLE	\$3.58	\$1.85
GOOD SENSE S F CHERRY COUGH DROPS 25 CT BAG	\$3.03	1.22
L G STAMPED ENVELOPE	\$0.67	\$0.65
ENVELOPE # 10 WHITE	\$0.14	\$0.11
MANILA ENVELOPE	\$0.22	\$0.38
1 FIRST CLASS STAMP	\$0.02	\$4.50
5 X 8 WRITING PAD-WHITE	\$0.83	\$0.02
8 1/2 X 11 WHITE 50 SHEET PAD	\$1.05	-
SECURITY PEN	\$1.27	\$1.19
GOLF PENCIL	\$0.17	\$0.41
SPANISH ENGLISH DICTIONARY	\$2.75	\$0.19
BIRTHDAY CARD	\$1.65	\$3.90
JUVENILE BIRTHDAY CARD	\$1.65	\$1.72
GET WELL CARD	\$1.65	\$1.72
FRIENDSHIP CARD	\$1.65	\$1.72
ANNIVERSARY CARD	\$1.65	\$1.72
THANK YOU CARD	\$1.65	\$1.72
SEASONAL GREETING CARD	\$1.65	\$1.72
SPANISH FRIENDSHIP CARD	\$1.65	\$1.72
HOLY KORAN	\$23.70	\$1.72
AAA BATTERY 1 EACH	\$1.05	\$13.51
AA BATTERY 1 EACH	\$1.05	\$2.04 2 EACH
REPLACEMENT HEAD PHONES	\$5.50	\$2.04 2 EACH
GPX 42945/FM RADIO WEARBU (AA BATTERY)	\$26.40	\$35.95
POKER CARDS	\$2.66	\$1.69
PINOCHLE CARDS	\$2.75	\$1.98
CEREAL BOWL W/LID 24 OZ	\$0.88	\$1.59
TUMBLER W/ NO LID 22 OZ	\$0.55	\$0.94
EAR BUDS	\$2.75	\$5.12
KUFI	\$9.90	-
SS SUGAR PACKETS	\$0.06	\$29 10 PACKETS
SS CREAMER	\$0.06	\$49 5 PACKETS
N/S SS ORANGE DRINK	\$0.44	\$0.36
N/S SS TEA W/ LEMON	\$0.44	\$0.24
N/S SS FRUIT PUNCH	\$0.44	\$0.23
N/S SS LEMONADE	\$0.44	\$0.36
SWEET MATE SUGAR SUBSTITUTE PACKS	\$0.07	\$59 10 PACKETS
6 OZ TANG	\$2.31	-
NESTEA W LEMON & SUGAR	\$2.31	-
TROPICAL PUNCH KOOLAID 6 OZ	\$1.43	-
VELVEETA MAC & CHEESE 3 OZ	\$1.60	-
VELVEETA CHEESY RICE 2 OZ	\$0.99	-
VELVEETA CHEESY REFRIED BEANS 4 OZ	\$1.98	-
PEANUT BUTTER COOKIES 6 OZ	\$1.43	\$71 2.5 OZ
2.75 OZ CHOCOLATE CHIP COOKIES	\$0.94	\$71 2.5 OZ
2.75 OZ OATMEAL/RAISIN COOKIES	\$1.05	\$71 2.5 OZ
OREO SANDWICH COOKIES	\$1.05	\$68 - 1.8 oz
VANILLA CREAM COOKIES 6 OZ	\$1.43	\$0.84
ORANGE PINEAPPLE COOKIES 6 OZ	\$1.43	-
CHOCOLATE CHIP COOKIES 6 OZ	\$1.05	\$2.54 12OZ
CREAMY PEANUT BUTTER COOKIES 6 OZ	1.43 / .24 per oz	\$2.35 13 OZ
ICED OATMEAL COOKIES 6 OZ	\$3.03	\$71 2.5 OZ / .28 per oz
BOX SALTINE CRACKERS	\$4.07	\$2.69
SNACK CRACKERS LIKE RITZ	\$1.54	-
NABISCO SALTINE CRACKERS 4 OZ	\$1.54	-
NABISCO RITZ CRACKERS	\$1.54	-

CREAM CHEESE COFFE CAKE	\$1.21	\$1.03 4oz	
STRAWBERRY TOASTER PASTRY 2 PK	\$1.21	\$1.05	
BROWN CHOCOLATE FUDGE	\$1.16	-	
CHOCOLATE ICED DONUT	\$1.16	-	
PEANUT BUTTER WAFERS 2 PK	\$0.61	\$2.35 13oz	
OATMEAL CAKES 1 PK	\$0.50	\$0.91	
SWISS ROLLS TWIN PK	\$0.50	-	
DUNKIN STICKS 1 PK	\$0.50	-	
LGED ICED CINNAMON ROLL	\$1.16	-	
COFFE CAKE	\$1.16	\$1.03	
HONEY BUN	\$1.21	\$1.09	
ZC MONSTER ICED BUNEEZ	\$1.38	-	
FRUIT SMACKS	\$0.94	\$0.76	
MRS. FRESHLEYS LAYER CAKES 2.4 OZ	\$1.32	-	
(BX) ZC YUM YUM 16 OZ 12 PK	\$3.30	-	
READING GLASSES DIOPTR + 1.25	\$7.70	\$8.79	
READING GLASSES DIOPTR + 2.25	\$7.70	\$8.79	
READING GLASSES DIOPTR + 1.5	\$7.70	\$8.79	
READING GLASSES DIOPTR +2.00	\$7.70	\$8.79	
READING GLASSES + 2.5	\$7.70	\$8.79	
READING GLASSES + 3.00	\$7.70	\$8.79	
READING GLASSES + 3.25	\$7.70	\$8.79	
SWISS ROLLS 6-2/PK 12 OZ	\$3.14	-	
(BX) ZC PB WAFERS 6-2PKS 12 OZ	\$2.97	-	
(BX) DUNZ 10 OZ 6/PK	\$3.80	-	
M & M - PEANUT	\$1.38	\$1.99 3.27 OZ	
BABy RUTH	\$1.38	-	
SNICKERS	\$1.38	\$1.99 3.27 OZ	
PEANUT CHEWS	\$1.38	\$1.99 3.28 OZ	
MILKY WAY	\$1.38	\$1.99 3.28 OZ	
CHICK TO STICK	\$0.50	-	
TWIX BARS	\$1.38	\$1.99 5 OZ	
REESES PEANUT BUTTER CUP	\$1.38	\$1.30	
HERSHEYS CHOCOLATE BAR	\$1.38	\$1.30	
HERSHEY W/ALMOND	\$1.38	\$1.30	
BIG HUNK CHEWY NOUGAT W PEANUTS	\$1.38	-	
PEPPERMINT LIFE SAVERS	\$1.05	\$0.68	
ASSORTED LIFE SAVERS	\$1.05	\$0.57	
3.7 OZ JOLLY RANCHERS ASST	\$1.43	\$1.16	
ATOMIC FIRE BALLS 3 OZ	\$1.10	\$1.10	
APPLE CHEESE DANISH	\$1.49	\$0.89	
ROCKY ROAD CHOC MARSHMELLOWS BARS	\$1.32	-	
BLUEBERRY CHEESE DANISH	\$1.49	-	
STRAWBERRY CHEESE DANISH	\$1.49	-	
(EA) ML WHITE CHEDDAR POPCORN 5 OZ	\$2.20	-	
POTATO CHIPS	\$0.99	\$0.96	
BBQ POTATO CHIPS	\$0.99	\$0.96	
1.5 OZ PRETZALS	\$0.88	\$0.86	
HOT & SPICY CORN CHIPS	\$0.99	\$1.82	
CHEESE CURLS 2 OZ	\$0.94	2.22 10oz	
SOUR CREAM & ONION POTATO CHIPS	\$0.99	\$0.96	
CHEESE POPCORN	\$1.38	\$0.97	
CARAMEL POPCORN 3.5 OZ	\$1.54	\$0.85 1 oz	
DORITOS 2 OZ	\$1.43	\$0.96 1.75 OZ	
FRITO LAY HOT CHEETOS	\$1.21	\$0.96	
FRITO LAY CHEETOS	\$1.21	\$0.96	
CHILLI W BEANS	\$2.53	\$3.00	

MACKEREL	\$2.42	\$1.71	
BRUSHY CREEK CHICKEN	\$3.47	\$3.60 3oz	
STUDENT MIX (48/3.75 OZ)	\$1.93	-	
HEALTH MIX 3.25 OZ	\$1.54	-	
(EA) TROPICAL BLEND 4 OZ	\$1.43	-	
TWIN BEEF STICK 1.125 OZ	\$1.27	\$0.79	
SLIM JIM	\$0.47	\$0.84	
SPLENDORA PEPPERONI	\$2.42	\$2.81	
EA OBIENS BEEF & CHEDAR STICK 1.125 OZ	\$1.21	\$1.09	
WHOLE ENCHILADA PARTY MIX 11 OZ	\$2.42	-	
CHOCOLATE CHIP GRANOLA BAR	\$0.77	\$0.72	
SQUEEZERS JELLY	\$0.50	\$0.56	
SQUEEZERS PEANUT BUTTER	\$0.85	\$0.62	
CHEDDAR CHEESE SQUEEZER 2 OZ	1.05 / .53 per oz	\$0.56 1 OZ	
JALAPENO CHEESE SQUEEZER 2 OZ	1.05 / .53 per oz	\$2.74 8oz / .34 per oz	
MAYO SINGLE SERVE	\$0.22	\$0.12	
STRAWBERRY CEREAL BAR	\$0.50	\$0.72	
ML ROASTED PEANUTS	\$1.05	\$0.55	
ML HOT PEANUTS	\$1.05	-	
TUNA IN A POUCH	\$2.64	\$2.89	
12 OZ PLASTIC COFFEE CUP W/ HANDLE	\$0.88	-	
WASHCLOTH	\$0.55	\$0.54	
BATH TOWEL	\$7.70	\$4.35	
SMALL SHOWER SHOE	\$1.21	\$1.38	
MEDIUM SHOWER SHOE	\$1.21	\$1.38	
LARGE SHOWER SHOE	\$1.21	\$1.38	
DELUXE SHOWER SHOE- SMALL	\$3.85	\$3.76	
DELUXE SHOWER SHOE - MEDIUM	\$3.85	\$3.76	
DELUXE SHOWER SHOE- LARGE	\$3.85	\$3.76	
DELUXE SHOWER SHOE- X LARGE	\$3.85	\$3.76	
T-SHIRT SMALL	\$3.80	\$4.01	
T-SHIRT MEDIUM	\$3.80	\$4.01	
T-SHIRT LARGE	\$3.80	\$4.01	
T-SHIRT X LARGE	\$3.80	\$4.01	
T-SHIRT XX LARGE	\$5.78	\$5.01	
T-SHIRT XXX LARGE	\$5.78	\$6.45	
GYM SHORTS- ORANGE-MEDIUM	\$12.93	\$8.99	
GYM SHORTS- ORANGE-LARGE	\$12.93	\$9.80	
GYM SHORTS-ORANGE-X LARGE	\$12.93	\$9.80	
GYM SHORTS-ORANGE-XX LARGE	\$12.93	\$11.75	
MEN BOXERS-MEDIUM WHITE	\$3.80	\$3.39	
MEN BOXERS-LARGE-WHITE	\$3.80	\$3.39	
MEN BOXERS-X LARGE-WHITE	\$3.80	\$3.39	
MEN BOXERS-2 X LARGE-WHITE	\$1.38	\$3.55	
SWEATSHIRT-MEDIUM	\$9.85	\$14.18	
SWEATSHIRT-LARGE	\$9.85	\$14.18	
SWEATSHIRT- X LARGE	\$9.85	\$14.18	
SWEATSHIRT-XX LARGE	\$12.93	\$17.91	
SWEATSHIRT-XXX LARGE	\$12.93	\$18.41	
SWEAT PANTS-MEDIUM	\$10.29	\$12.89	
SWEAT PANTS- LARGE	\$10.29	\$12.89	
SWEAT PANTS-X LARGE	\$10.29	\$14.89	
SWEAT PANTS-XX LARGE	\$12.65	\$18.41	
SWEAT PANTS- XXX LARGE	\$12.65	\$18.41	
VELCRO SNEAKERS- SZ 7 MENS	\$27.50	\$13.78	
VELCRO SNEAKERS- SZ 7.5 MENS	\$27.50	-	
VELCRO SNEAKERS- SZ 8 MENS	\$27.50	-	

VELCRO SNEAKERS-SZ 9 MENS	\$27.50	-		
VELCRO SNEAKERS-SZ 9.5 MENS	\$27.50	-		
VELCRO SNEAKERS-SZ 10 MENS	\$27.50	-		
VELCRO SNEAKERS-SZ 10.5 MENS	\$27.50	-		
VELCRO SNEAKERS-SZ 11 MENS	\$27.50	-		
VELCRO SNEAKERS-SZ 12, 13, 14 MENS	\$27.50	-		
SHOE CANVAS SLIP ON- NAVY SZ 8	\$6.55	\$13.78		
SHOE CANVAS SLIP ON- NAVY SZ 9	\$6.55	\$13.78		
SHOE CANVAS SLIP ON- NAVY SZ 10	\$6.55	\$13.78		
SHOE CANVAS SLIP ON-NAVY SZ 11	\$6.55	\$13.78		
SHOE CANVAS SLIP ON- NAVY SZ 12	\$6.55	\$13.78		
SHOE CANVAS SLIP ON- NAVY SZ 13	\$6.55	\$13.78		
SHOE CANVAS SLIP ON-NAVY SZ 14	\$6.55	-		
SHOE CANVAS SLIP ON- NAVY SZ 15	\$6.55	-		
Bid specifications sent to:	Aramark Trinity Services Group	Union Supply Group C/JS	Performance Food Prime Vendor	CNA Services
Based upon the bids received, I recommend Keefe Commissary Network be awarded the contract as the lowest responsive, responsible bidder.				
Sincerely,				
Robert J. McErlane Purchasing				

F2

**RESOLUTION AUTHORIZING A CONTRACT TO WILLIAM R. CAREY & CO., INC.,
FOR BROKER SERVICES IN PLACING INDIVIDUAL AND AGGREGATE EXCESS
LOSS MEDICAL COVERAGE FOR INMATES AT THE COUNTY DEPARTMENT OF
CORRECTIONAL SERVICES FROM MARCH 1, 2013 TO FEBRUARY 28, 2014
FOR AN AMOUNT NOT TO EXCEED \$179,041.00**

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that the William R. Carey & Co., Inc., with offices at 45 Whitney Road, Suite B15, Mahwah, New Jersey 07430 made the most advantageous proposal; and

WHEREAS, the contract is for estimated units of service for an amount not to exceed \$179,041.00 for a period of one year. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract with William R. Carey & Co, Inc., for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services for an amount not to exceed \$179,041.00 from March 1, 2013 to February 28, 2014; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

FD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY & CO., INC.**

THIS CONTRACT is made effective this 1st day of March 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WILLIAM R. CAREY & CO., INC.**, (a New Jersey Corporation) with offices at 45 Whitney Road, Suite B15, Mahwah, NJ 07430, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning March 1, 2013 and concluding February 28, 2014.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$179,041.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the County's RFP #013-019, and Vendor's responsive proposal, dated February 5, 2013 which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #013-019, this contract shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the RFP# 013-019, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #013-019 issued by the County of Gloucester and Vendor's responsive proposal dated February 5, 2013. Should there occur a conflict between this form of contract and the County's RFP #013-019, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #013-019 issued by the County of Gloucester and the Vendor's Proposal dated February 5, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of March, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

BY: _____
MICHAEL J. CAREY, VICE
PRESIDENT

fa

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

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

RFP-013-019 - Excess Loss Coverage for Inmates – William R. Carey & Co., Inc

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Small firm with only four (4) employees. Firm has Twenty-eight (28) years experience in the field. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Presently our current provider for these services. Vendor has listed other similar experience, with Four (4) Counties in New Jersey. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and covers all aspects of the RFP <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal Cost submitted is (\$179,041.00) for the year which equates to 1.46 per inmate which is adjusted and based on 336 inmates. The profit commission was increased to 25%. <u>20</u> points</p>	<p style="text-align: center;">18</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">92</p>

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**RESOLUTION AUTHORIZING PURCHASE OF AUTOMATED LICENSE PLATE
READER (ALPR) EQUIPMENT AND ACCESSORIES FROM GENERAL SALES
ADMINISTRATION T/A MAJOR POLICE SUPPLY THROUGH STATE CONTRACT
NUMBER A80311 FOR AN AMOUNT NOT TO EXCEED \$100,000.00**

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

WHEREAS, the Gloucester County Prosecutor's Office and the Gloucester County Office of Emergency Response have a need to purchase Automated License Plate Reader equipment and accessories; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office and the Gloucester County Office of Emergency Response can purchase said equipment and accessories from General Sales Administration T/A Major Police Supply, 47 North Dell Avenue, Kenvil, NJ 07847, through State Contract No. A80311 for a an amount not to exceed \$100,000.00 for a one-year period from February 20, 2013 to February 19, 2014; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and maximum contract amount of \$100,000.00. The contract is therefore open-ended, which does not obligate the Gloucester County Prosecutor's Office to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that purchase of Automated License Plate Reader (ALPR) equipment and accessories for the hereinabove purposes for the Gloucester County Prosecutor's Office and the Office of Emergency Response through State contract A80311 is hereby authorized for an amount not to exceed \$100,000.00 for the period from February 20, 2013 to February 19, 2014.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

F2

**RESOLUTION AUTHORIZING RENEWAL APPLICATION FOR THE COUNTY
PROSECUTOR'S OFFICE DRUNK DRIVING ENFORCEMENT FUND GRANT THROUGH
THE DIVISION OF HIGHWAY SAFETY FOR GRANT PERIOD FROM JULY 1, 2012 TO
JUNE 30, 2013 IN THE TOTAL AMOUNT OF \$15,000.00**

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Division of Highway Traffic Safety, to request continuation funding for the Drunk Driving Enforcement Fund to purchase membership renewals in accident reconstruction associations and equipment used in combating drunk driving in Gloucester County; and

WHEREAS, previous grant funds have been utilized for equipment such as Mobile Data Terminal (MDT) mounting systems, portable GPS units and mobile vehicle mounted police radios, dash-mounted emergency warning lights and stealth mounted emergency warning light package for use at the scene of drunk, drugged, or aggressive driving related crash scenes and DWI checkpoints to ensure the safety of police officers at the scene, etc.; and

WHEREAS, additional items are needed including, but not limited to, the purchase several software updates to crash investigation programs such as Expert Autostats and Adobe Photoshop Professional, necessary in the reconstruction and documentation of drunk driving crashes, and blood and urine kits for use in the prosecution of DWI related crashes, etc.; and

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

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

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

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

1. The Director of the Board and other appropriate County official, as may be required on said grant application, hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Division of Highway Traffic Safety, requesting grant funds from the Drunk Driving Enforcement Fund in the amount of \$15,000.00.
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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Nicholas Schock

DEPARTMENT: Prosecutor's Office

GRANT TITLE: Drunk Driving Enforcement Fund

DATE: February 8, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: Lisa A. Cerny (Cerny)
Grants Coordinator

FREEHOLDER MEETING: February 20, 2013

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



State of New Jersey
 Department of Law & Public Safety
 Division of Highway Traffic Safety
 P.O. Box 048
 Trenton, NJ 08625-0048
 www.njsaferoads.com



Phone (609) 633-9300

Fax (609) 633-9020

**2012
 Drunk Driving Enforcement Fund Application
 N.J.S.A. 39:4-50.8 /N.J.A.C. 13:86**

Law Enforcement Agency and Address:	Funding currently available:
Gloucester County Prosecutor's Office	2012 Surcharge Funds: \$ <u>15,000.00</u>
P.O.Box 623	2012 Bottle Tax Funds: \$ <u>included w/surcharge funds</u>
Woodbury, NJ 08096	Prior Unclaimed Funds: \$ _____
County: <u>Gloucester</u>	Total Funds Available: \$ <u>15,000.00</u>

Proposed Drunk Driving Enforcement Fund Expenditures

PRIMARY - MANDATORY:

(a minimum of 50 percent of total available funds, DHTS approval not required)

1. Officer overtime salaries for DWI patrols or checkpoints: \$ _____

OPTIONAL:

(DHTS approval not required)

2. Salaries for overtime court appearances of law enforcement office required in connection with prosecution of violation of 39:4-50: \$ _____

3. Audio visual equipment and supplies used to document and preserve evidence of Enforcement of 39:4-50: \$ _____

4. Breath testing instruments and supplies approved by the Attorney General pursuant to N.J.A.C. 13:51-3.1: \$ _____

5. Blood Test Kits: \$ _____

6. Safety equipment needed to conduct DWI Checkpoints for Enforcement of 39:4-50 (cones, flares, lighting, reflectorized vests): \$ _____

OTHER EXPENDITURE:

(DHTS approval required)

7. Request to expend funds for time or equipment not listed above: \$ 15,000.00
 Funds expended must enhance the enforcement of 39:4-50.
 Justification must be attached. Approval on a case by case basis.

Total DDEF Proposal (1-7) \$ 15,000.00

Anticipated Supplemental Budget Information

1. & 2. Overtime Salaries for DWI Patrols, Check Points and Court Time

Potential Enforcement Activities (check all that may apply)

DWI Patrols Court Time Check Points

If patrols are utilized:

How many officers will work a detail? _____

Maximum hourly salary? _____

Total number of hours per detail? _____

3. Audio Visual Equipment

Make _____ Model _____

Number of Units _____ Price/Unit \$ _____ Tapes \$ _____

Other _____ Cost \$ _____

Total \$ _____

4. Alcotest Unit & Supplies (Breathalyzer)

Make _____ Cost of Unit \$ _____

Repair Costs _____ Supplies _____

Total \$ _____

5. Blood Testing Kits

Cost/Kit \$ _____ Times _____ Kits =

Total \$ _____

6. Checkpoint Safety Equipment

Flares \$ _____ Cones \$ _____ Signs \$ _____ Lights \$ _____

Reflectorized Clothing \$ _____ Other \$ _____

Total \$ _____

7. Justification For Time Or Equipment Other Than That Above.

*See attached

Total \$ 15,000.00

Expenditure of Previous SFY Grant Monies Report
July 1, 2011 Through June 30, 2012

Project Director's Name: Nicholas F. Schock Phone 856-384-5635

Number of Drunk Driving convictions during reporting period: _____

Number of Drunk Driving summonses written for this period: _____

1. Primary - Mandatory 50% overtime patrol or checkpoint salary detail.

- a. Total overtime man hours of Patrol activity: _____
- b. Total number of checkpoints held: _____
- c. Total overtime man hours of checkpoint activity: _____
- d. Total overtime salaries paid \$ _____

2. Optional Primary

- a. Overtime court salaries for DWI/DRE officer testimony
 _____ Hours worked @ \$ _____ per hour = \$ _____
- b. Audio Visual equipment and accessory costs \$ _____
- c. Alcotest Unit purchases and supplies or repairs (Breathalyzer) \$ _____
- d. Blood Testing Kits and accessories \$ _____
- e. Checkpoint equipment \$ _____

TOTAL Optional Primary \$ _____

3. Other Funding (Previous Approval Required)

Describe the goal of the task and how it was met. (ex: Education Programs at Schools or Civic Groups, Seminars or Training, etc. If additional space is needed please attach separate sheets)

*See attached

Total Salaries: \$ _____

Total Purchases: \$ _____

Total Other Funding: \$ 12,000.00

DDEF Program Expenditures \$ 12,000.00

Supporting documentation not previously submitted is required under N.J.A.C. 13:86-2.5(b) from an entity receiving a grant from the DDE Fund. This documentation should prove overtime salaries were paid to a law enforcement officer working DWI patrols or checkpoints, or required court time for enforcing or convicting for 39:4-50. Purchase documents for authorized equipment, other items or activities must also be included. Acceptable documentation is outlined in the DDEF Summary. The undersigned certify that the information contained on this form is true and accurate to the best of our knowledge.

 Financial Director

 Date



Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor
MICHAEL S. CURWIN
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624
E-Mail: gcprosecutor@co.gloucester.nj.us

JOHN A. PORTER
Chief of Investigators

October 16, 2012

NJ Division of Highway Traffic Safety
DDEF Program
ATTN: Paul Groffie
P.O. Box 048
Trenton, NJ 08625

Re: Drunk Driving Enforcement Fund Application
Other Expenditure Justification

Dear Mr. Groffie:

In an effort to continue our combat on drunk driving on the streets and highways of Gloucester County, we would like to use DDEF funds to purchase the following equipment:

Laptop computer and workstation for use in the preparation and investigation of drunk driving related crashes.

Updates to several crash investigation programs, including, but not limited to: Expert Autostats and Adobe Photoshop Professional, for use in the documentation and reconstruction of drunk driving related crashes.

Newly supported cables and software update for the Crash Data Retrieval (black box) system, used in the reconstruction of drunk driving related crashes.

Maintenance and service to the Gloucester County Highway Safety Taskforce trailer used in conducting DWI checkpoints, including but not limited to repainting, new decals, and repairs to the trailer plug.

Blood and urine kits for use in the prosecution of DWI related crashes.

Office furniture for use in the preparation of DWI related crash cases, including but not limited to desks, bookcases, and filing cabinets.

Bicycle storage rack for use in the storage of bicycles held as evidence in DWI related crashes.

Membership renewals to accident reconstruction associations to maintain current knowledge of drunk driving prosecution issues and accident reconstruction techniques.

During last year's grant funding, the Gloucester County Prosecutor's Office purchased two digital video recorders, mobile radios, computer software updates, membership renewals, and uniforms. All \$12,000 was expended during the grant period.

Thank you for your consideration,



Nicholas F. Schock
Detective – Crash Investigation Unit

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**RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST
WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE
IN THE AMOUNT OF \$25,401.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$8,467.00,
FOR A TOTAL AMOUNT OF \$33,868.00 FROM JULY 1, 2012 TO JUNE 30, 2013**

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, for continuation of funding for the Specialized Domestic Violence Unit under the STOP Violence Against Women Act Grant Program; and

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

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

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

WHEREAS, the total amount of the grant funds to be requested is \$25,401.00, with an in-kind match of \$8,467.00 (funds from the Prosecutor's budget), for a total amount of \$33,868.00, for the period July 1, 2012 to June 30, 2013.

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

1. The Director of the Board is hereby authorized to execute any and all documents relative to the filing of the grant application with the New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting the above grant funds to be used for the Specialized Domestic Violence Unit under the (STOP) Violence Against Women Act Grant Program.
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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



F5

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Mary Pyffer

DEPARTMENT: Prosecutors Office

GRANT TITLE: Stop Violence Against Women (VAWA) Grant

Program 11VAWA-78

DATE: February 8, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: Lisa Cerny (Cn9)
Grants Coordinator

FREEHOLDER MEETING: February 20, 2013

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

STATE OF NEW JERSEY

**STOP Violence Against Women Act (VAWA)
Grant Program**



PART I

**APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED**



April 2012

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

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

PART I

APPLICATION DOCUMENTS TO BE COMPLETED AND RETURNED

- One (1) Signed Original and Two (2) Copies of Application
- Application Check List
- Application Overview
- Applicant Information
- Agency Information Form
- Project Narrative (Provided by Applicant)
 - Problem Statement
 - Project Description
 - Project Goals, Objectives and Work Plan (Action Strategy)
 - Partnership/Collaboration or Coordination of Services
 - Three (3) Current Letters of Support
 - Affiliation Agreement (if required)
 - Management Structure
 - Job Descriptions (for each position listed in budget)
 - Resumes (for each position listed in budget)
 - Evaluation
- Budget Detail Form
- Budget Narrative
- Sources of Funds

STATE OF NEW JERSEY
STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

SUBGRANTEE CHECK LIST

SUBGRANTEE: COUNTY OF GLOUCESTER

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

PART I: Documents to be Completed and Returned

- X Application Overview
- X Applicant Information Form
- X Agency Information Form
- X Project Narrative (Provided by Applicant)
 - X Problem Statement
 - X Project Description
 - X Project Goals(s), Objectives, and Work Plan (Action Strategy)
 - 3 Current Letters of Support
 - Affiliation Agreements, if applicable
- X Management Structure (Provided by Applicant)
 - X Job descriptions & resumes (for each position listed in budget)
- X Evaluation (Provided by Applicant)
- X Project Budget Detail Form
- X Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

Additional forms provided by nonprofit applicants:

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

Part II: Documents to be Signed and Returned:

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

NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.

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

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

APPLICATION OVERVIEW

Name of Applicant: County of Gloucester

Title of Project: STOP Violence Against Women Act Grant Program

Amount Applied for: \$ 25,401 Federal \$ 8,467 Match \$ 33,868 Total

Type of Agency: State County Municipality Nonprofit

What County is your agency located in: Gloucester

Type of Project: New Continuing

Have you been designated by the Department of Community Affairs, Division on Women as the lead sexual assault agency in your county? Yes No

Have you been designated by the Department of Children and Families, Division of Youth and Family Services as the lead domestic violence agency in your county? Yes No

Types of Victims Served for this Project: Sexual Assault Domestic Violence

Other _____

**State of New Jersey
STOP Violence Against Women Act (VAWA) Grant Program**

Applicant Information Form

Project Duration Period (when to when): 7/1/12-6/30/13		Grant No.:11VAWA-78	
Official Name of Applicant Agency: Count of Gloucester			
Address: 2 South Broad Street, P.O. Box 337			
City/State: Woodbury, NJ		Zip Code + 4: 08096-4604	County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office			
Agency Website:	Fiscal Year Start Date: 1/1/12		Federal ID Number: 216000660
Charitable Registration Number (if nonprofit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain on a separate sheet.		New Jersey Business Registration Certificate:	
Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, P. O. Box 337, Woodbury NJ 08096			
Telephone: 856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3494
Name and Title of Project Director: Sean F. Dalton, County Prosecutor			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5534	Ext.	Email: sdalton@co.gloucester.nj.us	Fax: 856-384-8624
Name and Title of Contact Person: Mary K. Pyffer, Victim Witness Coordinator, Chief of Trial			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5549	Ext.	Email: mpyffer@co.gloucester.nj.us	Fax: 856-384-8624
Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, P. O. Box 337, Woodbury NJ 08096			
Telephone: 856-853-3353	Ext.	Email: gschwarz@co.gloucester.nj.us	Fax: 856-251-6778
Name and Title of Fiscal Contact Person:			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

**STATE OF NEW JERSEY
STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM**

AGENCY INFORMATION FORM

Name of Agency/Applicant: County of Gloucester

Project Title: STOP Violence Against Women Act Grant Program

Answer Questions about Agency-wide Services/Activities <i>not limited to Project specific services/activities addressed in this application</i>	
Core Services	
<input checked="" type="checkbox"/> Emergency/crisis response	<input type="checkbox"/> Long term counseling
<input checked="" type="checkbox"/> Criminal Justice advocacy	<input type="checkbox"/> Short term counseling
<input type="checkbox"/> Legal advocacy	<input type="checkbox"/> Support groups
<input checked="" type="checkbox"/> Courtroom advocacy	<input checked="" type="checkbox"/> Victim outreach
<input type="checkbox"/> Housing advocacy	<input type="checkbox"/> Community education
<input type="checkbox"/> Financial advocacy	<input type="checkbox"/> Hotline
<input type="checkbox"/> Legal services	
<input type="checkbox"/> Emergency financial assistance	
<input checked="" type="checkbox"/> In-person information/referral	
<input checked="" type="checkbox"/> Telephone information/referral	
Economic development/networking services for victims	
Services for the children of victims (e.g., babysitting, recreation, etc.)	
Shelter	If checked - indicate the number of beds available _____
Transitional housing	If checked - indicate the number of family housing units _____
Indicate if your agency has programs for the following types of crime victims:	
<input checked="" type="checkbox"/> DWI	<input checked="" type="checkbox"/> Homicide
<input type="checkbox"/> Neglected or abused children	<input checked="" type="checkbox"/> Sexual Assault
<input checked="" type="checkbox"/> Domestic violence	<input type="checkbox"/> Human Trafficking

**STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM
11VAWA-78**

PROJECT NARRATIVE

The funding for the Victim Advocate position assigned to the Specialized Domestic Violence unit will provide assistance to victims of domestic violence wherein the charges are heard at the municipal court level. This position provides notification of the proceedings to victim and witnesses associated with cases, an explanation of the judicial system to victims so they are aware and understand what is happening and what additional resources are available to them so that they are less likely to be victims of domestic violence in the future. An assistant prosecutor whose salary is currently funded by the County is assigned to prosecute domestic violence cases in approximately 10 out of 22 of the municipal courts.

AGENCY BACKGROUND, MISSION, EXPERIENCE AND CAPABILITY

Gloucester County is a community of approximately 288,288 persons. The year 2010 domestic violence offense report of the Uniform Crime Reporting Unit of the State Police reports 3,381 police responses to domestic violence with 1,142 arrests for offenses included within the Prevention of Domestic Violence Act ranging from homicide to harassment. This is an increase of 169 responses and 50 arrests from the year 2009. In 2010, there were a total of 205 arrests involving domestic violence restraining orders in Gloucester County.

As is true throughout New Jersey, the resulting charges may be venued in one of three courts: Superior Court Criminal Division, Superior Court Family Division or Municipal Court. The cases are venued in one of these three courts depending on the potential penalty and the nature of the offense. Indictable matters, for which a state prison term may be imposed, are heard in Superior Court Criminal Division. Restraining Order charges that are graded as disorderly persons offenses are venued in Family Court and defendant is not entitled to a jury trial. Disorderly Persons domestic violence offenses such as assault and criminal mischief charges are heard in the 24 municipal courts located throughout the county.

The applicant, Gloucester County Prosecutor's Office, has adopted and implemented an evidence based prosecution policy since 1992. This policy is a core element of a community based collaborative effort which includes an active county multidisciplinary Domestic Violence Working Group, and routine referrals of victims to the DV/SAFE Gloucester County Agency. Our policies, practices and collaborative efforts have expanded in scope, detail and focus as each year's efforts yielded improved practices produced by experience and more productive inter-agency communication and cooperation.

In 1999 our office formed the Domestic Violence Specialized Unit wherein Assistant Prosecutors and a Victim Advocate from the Gloucester County Prosecutor's Office appeared in all 24 Municipal Courts to represent the State in the prosecution of domestic violence disorderly person's offenses. Prior to the establishment of the Specialized Unit, the effective prosecution of disorderly person's domestic violence complaints was very difficult at the municipal court level. The municipal prosecutor was unlikely to have seen the file prior to court or to have met with the victim. He or she had no Victim/Witness or other staff who could meet with or, at the least, communicate by phone or letter with the victim. In most cases, if the victim expressed any reluctance to testify on behalf of the State, the charges were dismissed.

Our office currently prosecutes cases and provides direct Victim Advocate services in 10 of the County's municipal courts. In addition, victims from the other municipal courts may contact and receive services from our DV Municipal Court advocate and/or any other Victim Advocate on our staff.

By providing these services at the municipal court level our hope is to provide the necessary resources to the victims to prevent future acts of domestic against them.

PROBLEM STATEMENT/NEEDS ASSESSMENT

Presently, an evidence-based prosecution protocol is in effect throughout the county and for all venues; criminal, family and municipal court. This directive requires that any domestic violence case must be prosecuted when either the victim is willing to testify on behalf of the State or the incident is independently corroborated. A complaint is never to be dismissed simply because the victim requests that it be (Directive adopted 2/2/00, amended 1/2/03)

A comprehensive supplemental domestic violence investigation form was also adopted on 2/2/00 and amended in March, 2003. The form must be followed and completed for all domestic violence investigations resulting in arrest. The form is designed to prompt the responding law enforcement officer through the elements of an evidence-based investigation. The form includes numerous check-off boxes designed to fully preserve the officer's observations on the victim's demeanor and also includes a check-off list of risk factors that may be used as input with the emergent judge setting bail.

The prosecution directives and investigation checklist were designed to assure the effectiveness of the Prosecutor's municipal domestic violence prosecution initiative, made possible as the result of receiving funding under VAWA to establish a Specialized Domestic Violence Unit.

The goal of our evidence-based prosecution policy is to enhance victim safety. This result occurs in two general ways. First, police officers trained to use pro-prosecution investigation techniques during domestic violence calls are equipped to use the full range of emergency provisions designed to increase victim safety immediately following police intervention. When officers preserve evidence of family violence by photographing visible signs of injury and property damage, recording spontaneous statements of victims and witnesses (including children), and obtaining comprehensive statements, the State is more likely to be able to prosecute the batterer. The pending prosecution creates a tool for maintaining victim safety through bail conditions and the direct practical deterrence of knowing that charges are "pending." The second is that when a defendant is convicted, victim safety is enhanced as the result of jail and suspended jail sentences and supervised probation with conditions such as court ordered attendance at batterer's counseling and drug and alcohol treatments, including, when appropriate; a condition of alcohol abstinence.

Through the Specialized Domestic Violence Unit we currently provide Victim Advocate Services at the Municipal Court Hearings for 10 out of 22 of our municipalities and services at our office and via telephone for all of the municipalities.

GOALS, OBJECTIVES & METHODS

This goal of this program is to provide consistent assistance to victims of domestic violence appearing in municipal court so that they will be less likely to be victims of domestic violence in the future by providing the following services:

- Notify victims of all hearings and what steps will be/have been taken in court
- Advise victims of their right to submit a written statement regarding the impact of the crime
- Notify victims when offenders are released from jail
- Arrange for transportation to court proceedings where necessary
- Provide victims with informational literature, crisis counseling, information on obtaining emergency shelter, municipal welfare, school assistance, etc.
- Handle telephone calls and walk-in victims with case information or any other questions or concerns they may have.

Project Work Plan (Action Strategy) STOP Violence Against Women Act (VAWA) Grant Program

Project Name: County Office of Victim Witness Advocacy – DV Advocate

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Unit Administration	To represent Victim/Witness and Prosecutor's Office to Community	7/1/12-6/30/13	Mary K. Pyffer, Chief of Trial/Victim/Witness Coordinator
Unit Administration	Supervision of Sexual Assault and Domestic Violence Unit	7/1/12-6/30/13	Audrey M. Curwin, Sr. Assistant Prosecutor
Prosecution	Prosecution of Domestic Violence cases in 10 municipal courts	7/1/12-6/30/13	Katherine Mika, Assistant Prosecutor
Clerical Support	Mail out initial contact letter, victim impact letter and domestic violence brochure	7/1/12-6/30/13	Rosemarie Seider-Paquin and/or other clerical staff to be assigned
Notification of Jail release	Notify victims when defendant are released from jail	7/1/12-6/30/13	Rosemarie Seider-Paquin
Transportation	Arrange for transportation for victims to appear at municipal court hearings when needed	7/1/12-6/30/13	Rosemarie Seider-Paquin
Direct service to victims of domestic violence at municipal court proceedings	Appearance at municipal court to meet directly with victims to advise them of their rights, explain court proceedings and answer any questions they may have regarding crisis counseling, emergency shelter and other assistance available.	7/1/12-6/30/13	Rosemarie Seider-Paquin
Prosecution Liaison	Provides information obtained from victim to the assistant prosecutor to obtain the best resolution to the proceedings	7/1/12-6/30/13	Rosemarie Seider-Paquin
Follow up information	Handles follow up phone calls or walk in assistance to victims with additional questions	7/1/12-6/30/13	Rosemarie Seider-Paquin

PROGRAM MANAGEMENT AND STAFF

The staff currently associated with the Specialized Domestic Violence Unit are as follows:

Project Director: Prosecutor Sean F. Dalton. Prosecutor Dalton oversees the prosecution of all cases in Gloucester County.

Victim/Witness Coordinator: Mary Pyffer, Chief of Trial Section. Ms. Pyffer supervises the Victim/Witness staff.

Supervisory, Sex Assault and Domestic Violence: Sr. Assistant Prosecutor Audrey Curwin. Ms. Curwin is responsible for the day to day supervision of the Sexual Assault and Domestic Violence Units, as well as a full caseload of adult and child victim sexual assault crimes.



You are reading the State of New Jersey Job Descriptions. This is **not** a Job Vacancy Announcement.

Job Specification

ADVOCATE, VICTIM-WITNESS PROGRAM

DEFINITION

Under direction, provides advocate services to crime victims, witnesses and their families to cope with the financial and emotional problems encountered as a result of becoming a crime victim or witness; provides assistance during court procedures; provides social service referrals; does other related duties.

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

NOTE: Appointments may be made to positions requiring bilingual skills.

09006 - Bilingual in Spanish and English

SPECIAL SKILL

Applicants must be able to read, write, speak, understand, or communicate in Spanish and English sufficiently to perform the duties of this position.

EXAMPLES OF WORK:

Interviews crime victims and witnesses to provide information, advice and assistance.

Participates in public speaking engagements to educate the public on the purpose and existence of the program.

Reviews cases with victims and witnesses; notifies victims and witnesses of their rights and, of the status of their cases.

Provides assistance to victims and witnesses to resolve the problems associated with court appearances (ie. lost wages, child care, transportation, etc.).

May accompany victims or witnesses to the prosecutor's office, grand jury, or courts to provide support; assists victims or witnesses in providing statements.

Responds to questions or concerns regarding criminal justice system procedures, rules and regulations.

Establishes and maintains cooperative working relationships with those interested or involved in the work of the program.

Provides referrals for needed services, which may include counseling, social services and self-help groups.

Provides assistance to victims to prepare and deliver victim impact statements.

Provides advice to victims to file claims with the Violent Crimes Compensation Board.

Participates in the preparation of informational brochures.

Prepares reports.

Will be required to learn to utilize various types of electronic and manual information systems used by the agency, office or related units.

REQUIREMENTS:

EDUCATION:

Graduation from an accredited college or university with a Bachelor's degree.

NOTE: Applicants who do not possess the required education may substitute additional experience as indicated on a year-for-year basis.

EXPERIENCE:

One (1) year of experience providing advice and referral services to individuals or groups coping with social, emotional, psychological or other problems.

LICENSE:

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

KNOWLEDGE AND ABILITIES:

Knowledge of the methods used to conduct interviews.

Knowledge of the methods used to gather and analyze information.

Knowledge of the economic, social and emotional effects likely to be experienced by crime victims.

Knowledge of the problems likely to be encountered by crime victims and witnesses.

Knowledge of the types of social and community services likely to be needed by crime victims.

Ability to interpret laws, rules and regulations and apply them to specific situations.

Ability to provide advice and assistance to crime victims and witnesses.

Ability to identify the types of services needed by crime victims and witnesses, and provide referrals.

Ability to conduct interviews and gather needed information.

Ability to establish and maintain cooperative working relationships with those interested or involved in the work of the program.

Ability to prepare reports.

Ability to maintain essential records and files.

Ability to learn to utilize various types of electronic and/or manual information systems used in the agency, office or related units.

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. American Sign Language or Braille may also be considered as acceptable forms of

communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential duties of the position after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

This job specification is applicable to the following title code(s) which are different work week or work month and/or variants of the job class title:

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
07003		L	C		N/A	01		-
09006	Bilingual In Spanish And English	L	C		N/A	01		-

This job specification is for **local** government use only.
Salary range is only applicable to state government.
Local salaries are established by individual local jurisdictions.

7/21/2004

1748 RED OAK ROAD • WILLIAMSTOWN, NJ 08094
PHONE (856)629-2819 • E-MAIL RSPAQUIN@CO.GLOUCESTER.NJ.US

ROSEMARIE SEIDER-PAQUIN

CAREER GOAL

Using my strong interpersonal, communication, and organizational skills, in conjunction with my experience and education to be a contributing member of a dynamic organization in the Criminal Law and Justice field.

SUMMARY OF QUALIFICATIONS

I have experience working in the New Jersey Juvenile Justice System and the Domestic Violence Unit, including discoveries, witness notification and court proceedings. Basic computer skills including Microsoft office 2007 software systems. I have 17 years of valuable experience in caring for youth, often with special needs, in a variety of settings. Certified in Early Childhood Education and first aid, I have developed a reputation as a good listener and someone who is friendly, caring, supportive and understanding. My clients and co-workers know me as being an independent worker, quick learner, organized, dependable, knowledgeable, stable, reliable, flexible, and a team player.

EDUCATION

Masters Degree, Criminal Law and Justice

Boston University

Boston, MA

Drunk & Impaired Driving Victimization Training

New Jersey Department of Correction

NOVA Training

National Organization for Victim Assistance

Bachelors Degree, Criminal Law & Justice

Rowan University

Glassboro, NJ

Certification in Victim Witness Training Course

State of New Jersey Department of Law and Safety

Nursing Assistance Certification

Gloucester County College

Sewell, NJ

Associates Degree, Early Childhood Education

Community College of Philadelphia

Philadelphia, PA

PROFESSIONAL EXPERIENCE

Victim Witness Advocate (August 2003 to Present)
Gloucester County Prosecutors Office Gloucester County, NJ

Assist Prosecutor within the Municipal Court.
To give outreach to victims of Domestic Violence.

Administrative Assistant (October 2001 to August 2003)
Gloucester County Prosecutors Office Gloucester County, NJ

Assist Prosecutor in preparation of documents for court cases.
Notification of victims for court hearings, restitution and releases.
Maintain open case dockets and applicable juvenile records.

Supervisor of Community Service Site
Gloucester County Probation/ First Presbyterian Church of Williamstown (February 05 to December 2010)

Camden County Probation/Friendship Community Church (March 03 to November 03)

Internship (Summer 2001)
Gloucester County Prosecutors Office Gloucester County, NJ

Assisted Victim Witness Advocate.
Prepared files for court.
Sent discoveries to defense attorneys.

Child Care Provider (1988 – June 2001)
Sole proprietor of successful home – based business. Williamstown, NJ

Caring of children from birth to school age.
Providing of basic preschool skills in a safe and loving environment.
Experienced with diversified backgrounds and special needs.

Nursing Assistant (1986 – 1987)
Voorhees Pediatrics Hospital Voorhees, NJ

Providing of nursing care to terminally ill children.
Use of specialized feeding and caring techniques.
Preparation of daily reports on patient status.

Assistant Teacher
Northeast Community Center

(1980 - 1983)
Philadelphia, PA

Teaching of special needs children, infant to school age.
Working with mild to severe mentally and physically challenged children.
Certified in Early Childhood Education.

PROGRAM EVALUATION

An evidence based prosecution policy is in effect for all Gloucester County venues. The funds from this grant will allow us to continue to provide services to victims of domestic violence prosecuted in municipal court.

Samples of the letters, Victim Impact Information Form, Domestic Violence Brochure, and Crime Victim Surveys are attached.

In addition, information regarding victim services is inputted into the VATS database.

May 8, 2011

Defendant: Name

Name of victim

Address of victim

Dear Victim's Name:

A review of our Prosecutor's file indicates that you are a victim in this case. As an advocate for the Victim/Witness Domestic Violence Unit, I will be available to assist you as this case proceeds through the municipal court system.

If you have any questions regarding this matter, please feel free to contact me at (856) 384-5516. My phone line is set up with message-taking ability after business hours. So if you have the need to leave information for my later response, you can call at any time convenient to you.

As a crime victim, you have the right to submit a written statement to the court concerning the impact of the crime. A copy of the Victim Impact Statement is enclosed. If restitution is requested, you must substantiate your claims by submitting copies of all medical bills, estimates for repairs, or other evidence of your loss, as well as documentation relating to your insurance coverage, if any. Please complete the enclosed form and return to the Office of Victim/Witness Advocacy, as soon as possible.

If you fail to return the completed form, you may jeopardize your opportunity to collect restitution through the municipal court.

It is also important that you keep our office and the municipal court administrator's office advised of any changes of your address or telephone number. For scheduling questions please call the municipal court administrator.

I have included some information regarding the municipal court proceedings, which you may find useful.

Very truly yours,

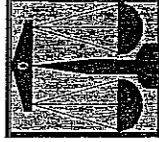
SEAN F. DALTON
County Prosecutor

BY: _____

Rosemarie Seider-Paquin
Victim/Witness DV Unit



Gloucester County Prosecutor's Office



WHAT YOU CAN DO

- Court dates are often set with short notice. It is wise to advise the Prosecutor's Office and the court where you can be reached.
- Tell the Prosecutor's Office the names and addresses of any witnesses.
- Give the prosecutor or investigating police officer who investigated the case copies of any letters or taped phone messages from the defendant.
- Provide the Prosecutor's Office with any photos of your injuries or property damage you have. Also, let the Prosecutor's Office know anywhere you went for medical treatment for your injuries.

Domestic Violence Unit

Gloucester County Prosecutor's Office
(856) 384-5500
Victim/Witness Counselors
Municipal Court
Rosemarie Seider Paquin
(856) 384-5516
Family Court
(856) 384-5579
DV/SAFE, Gloucester County
(856) 881-3335
STATEWIDE HOT LINE
1-800-572-7233
NI Coalition for Battered Women
609-584-8107

Your Rights In Municipal Court
Gloucester County Prosecutor
Sean Dalton

WHERE WILL CHARGES BE HEARD?

DECISION

If the defendant is found guilty, the court will impose a sentence. In Municipal Court cases this is usually done right after the trial is complete.

NOT GUILTY FINDINGS

If the judge finds the defendant not guilty, it doesn't mean the judge didn't believe you or that the defendant didn't commit the crime. It simply means there was not enough evidence to find, beyond a reasonable doubt, the defendant was guilty of the charges.

CRIMES

Indictable offenses include crimes with weapons and aggravated assault. These charges are heard in the New Jersey Superior Court Criminal Division in Woodbury.

DISORDERLY PERSONS

These charges are heard in municipal court, usually in the municipality where the offense occurred. Examples of disorderly persons charges are Simple Assault and Harassment. An indictable charge may also be reduced, when legally appropriate, by the Prosecutor to a disorderly offense called an Administrative Remand.

VIOLATION OF RESTRAINING ORDERS

These offenses are heard in the Family Court in Woodbury.

Gloucester County Prosecutor's Office
(856) 384-5500

GLOUCESTER COUNTY PROSECUTOR'S OFFICE
VICTIM IMPACT INFORMATION FORM

Prosecutor's File # (found on cover letter): _____ Defendant's Name: _____

Your Name: _____

If you are not the victim, how are you related to the victim? _____

This Victim Impact Information Form and Victim Impact Statement are ways for you to participate in the prosecution and sentencing of the offender. *Instructions: Please answer the questions that apply to your situation. If you need more space, you may use additional sheets of paper. Please print neatly or type.*

(1) If you were hurt during the incident, please describe your injuries: _____

(2) Did you need medical treatment or mental health services because of this incident? _____

(3) Do you have medical insurance that will help you with the cost? YES or NO
If yes, how much will or did you have to pay of your own money? \$ _____
How much has your insurance paid so far? \$ _____

(4) Did you have property damaged or stolen in this incident? YES or NO
Please list all items damaged or stolen and the cost of the item:

Item	Date of Purchase	Purchase Price	Current Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(5) Do you have property insurance that will help with the cost? YES or NO
If yes, how much will or did you have to pay of your own money? \$ _____

(6) Have you missed work or school because of the incident? _____
If yes, how many days have you missed? _____
Please give the dates: _____
Did you lose pay because of the time you missed? _____ How much? \$ _____

(7) Do you need help in filing a claim with the Victims of Crime Compensation Board for assistance with the costs of medical services, counseling, funeral expenses or lost wages? YES or NO

(8) Do you want the Judge to order restitution? YES or NO If yes, how much? \$ _____
Restitution is the money that the offender must pay back to you because of the crime. You have the right to ask for a restitution order.

In order for the Judge to order restitution, you must attach copies of bills, receipts or estimates of medical costs, counseling expenses, stolen or damaged property and lost wages. If you do not know these expenses yet, please send in the form now and the expenses as soon as you get them.

(9) Do you need interpreting services or other special assistance to help you give a statement or testify?
If yes, what type of assistance? Please be specific: _____

(10) Would you like help finding a counselor or support group for crime victims? _____

IMPORTANT: Court rules require the prosecutor's office to give a copy of this form to the defendant.

The above statements are true: _____
Please sign _____ Date _____ (Turn Over)

CRIME VICTIM SURVEY

Mission Statement

The mission of the Gloucester County Prosecutor's Office is to provide the citizens of this County with a thorough and efficient investigation and prosecution of all criminal offenders. We must also conduct all investigations in a manner that is fair and just, and reflects the intent of the laws written in the State of New Jersey. These things must be accomplished while respecting the dignity of all victims of crime, and showing them the compassion they deserve.

Dear Victim of Crime:

Above is the mission statement of the Gloucester County Prosecutor's Office. In order to evaluate the performance of the services offered to the citizens of this county by our office, and see if we are meeting the goals set forth above, we need you to take a few minutes and complete the following questionnaire. Thank you for your help as we attempt to improve the quality of service provided to the citizens of Gloucester County. Please return the completed questionnaire in the envelope enclosed.

Victim Profile

1. Please mark the boxes that apply to you:

I am a: Sexual Assault Victim (), Assault Victim (), Relative of a Homicide Victim (), Burglary Victim (), Victim/Survivor of a Fatal Accident (), Relative/guardian of a child victim (), Other ().

If you checked Other, please explain: _____

I am a: Male (), Female ()

My race is: White (), African American (), Asian American (), Hispanic American (), Other ()

My age is: 13-17 (), 18-29 (), 30-44 (), 45-64 (), 65+ ()

2. Were you a victim of domestic violence? Yes (), No ()

3. Was a weapon used in the commission of the crime? Yes (), No ()

Local Police Department Contact

4. Did you have contact with your local police department prior to contact with our office? Yes (), No ()
If so, rate your experience with that department.

	Excellent	Good	Fair	Poor
a. Response to your initial problem, questions, concerns, requests.	()	()	()	()
b. Explanation of the System and direction as to the next step in the process.	()	()	()	()
c. Information provided to you by the Officer about your case.	()	()	()	()

Victim/Witness Advocate Assistance

5. Did a Victim Witness Counselor help you with your case? Yes (), No ()
If so, rate your experience with your counselor in the following areas:

	Excellent	Good	Fair	Poor
a. Knowledge of your case.	()	()	()	()
b. Explanation of the Court System and the Violent Crimes Compensation Board.	()	()	()	()
c. Support/help with your questions, requests and/or concerns.	()	()	()	()
d. Interest in solving your problem.	()	()	()	()
e. Putting you at ease about what to expect.	()	()	()	()

Budget Detail Form

COST ELEMENT

A. Personnel

1. Salaries and Wages (list each position separately)

Position	Name	% of time on Project	Total Annual Salary or Hourly Rate	Federal Share	Match	Project Total
Victim Advocate	Rosemarie Seider-Paquin	41%	\$61,546	\$25,401		\$25,401
SUB-TOTAL SALARIES AND WAGES				\$25,401	0	\$25,401

2. Fringe Benefits

Position	Name	Agency Fringe Rate	Federal Share	Match	Project Total
Victim Advocate	Rosemarie Seider-Paquin	53.83%		\$8,467	
SUB-TOTAL FRINGE BENEFITS			0	\$8,467	\$0
TOTAL SALARIES & FRINGE BENEFITS			\$25,401	\$8,467	\$33,868

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) FORMULA GRANT
11VAWA-78
BUDGET NARRATIVE

A. Personnel

1. Salaries & Wages

Funds under this grant are being used to retain the existing position of the Victim Advocate assigned to the Domestic Violence Specialized Unit. This position provides various essential services to victims of crime including but not limited to:

- notification of status of charges
- victim services available
- accompaniment to court proceedings

This funding will continue to partially pay the Victim Advocate salary and allow us to continue to provide these services. The salary is budgeted for July 1, 2012 to June, 201 based upon the CWA contract in effect for that period.

2. Fringe Benefits

Fringe benefits for the Victim Advocate assigned to the Domestic Violence Specialized Unit are being submitted as matching funds for this position. The current Gloucester County Fringe Rate is 53.83%. This rate exceeds the \$8,467 match amount. A copy of the document provided by the County Treasurer regarding this rate is attached for your reference.



TO: ALL DEPARTMENTS
FROM: GARY M. SCHWARZ
COUNTY TREASURER *GMS*
DATE: APRIL 9, 2012
RE: 2012 FRINGE BENEFITS

BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damming

The 2012 General Fringe Benefit percentage is 53.83%. The breakdown by individual category is as follows:

Pension	13.21*
Group Insurance	32.75
NJ Employment Security	.22
FICA/Medicare	<u>7.65</u>
	53.83

*For employees covered by Police and Firemen Pension, substitute 22.52% for the above 13.21%.

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.



COUNTY TREASURER'S
OFFICE

TREASURER
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322
Fax: 856.251.6778

P.O. Box 337
Woodbury, NJ 08096

www.co.gloucester.nj.us

SOURCES OF FUNDS

List all sources of funds received by the agency during the past fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

Federal Sources

Name(s) of Federal Source	Date of Award	Amount

State Sources

Name(s) of State Source	Date of Award	Amount
Office of Victim Witness Advocacy	Not indicated	\$25,401

County Sources	\$8,467
Local and Other Sources	\$0
Total of All Sources of Funds	\$33,868
Indicate the percentage of funds used to support this project:	100%

Division of Criminal Justice Funding

List funding awarded for the past three years:

Date of Award	Grant Number	Project Title	Amount
3/1/12	V-08-10	County Office of Victim Witness Advocacy	\$139,806
10/4/10	V-08-09	County Office of Victim Witness Advocacy	\$128,641
7/17/11	VWAFPS2-08	County Office of Victim Witness Advocacy – Supplemental VWAF	\$41,820
Not indicated	VWAFPS-08	County Office of Victim Witness Advocacy- Supplemental VWAF	\$34,800
Not indicated	10VAWA-62	County Office of Victim Witness Advocacy- DV Advocate	\$21,391
9/29/11	09RVAWA-101	County Office of Victim Witness Advocacy- DV Advocate	\$20,353
Not indicated	09RVAWA-08	County Office of Victim Witness Advocacy- DV Advocate	\$23,092

[Rev'd VOCA 11/2011]

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

APPLICATION AUTHORIZATION

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

STOP Violence Against Women Act (VAWA) Grant Program

for a federal subgrant in the approximate amount of \$ 25,401, with the Subgrantee providing a match of \$ 8,467 (if applicable), for an approximate total project cost of \$ 33,868.

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

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

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

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

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

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

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

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

County of Gloucester
Subgrantee

Grant # 11VAWA-78

Signature of Authorized Official

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

Robert M. Dammingier
Printed Name of Authorized Official

Signature of Project Director

Sean P. Dalton
Printed Name of Project Director

Date

CERTIFICATION FORM

Recipient Name and Address: County of Gloucester, P.O. Box 337, Woodbury NJ 08096
Grant Title: STOP Violence Against Women Act Grant Number: 11VAWA-78 Award Amount: \$33,868
Contact Person Name and Title: Mary Pyffer, V/W Coordinator Phone Number: (856) 384-5549

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

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

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

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

Print or type Name and Title	Signature	Date
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Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

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

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

<u>Robert M. Damming, Freeholder Director</u>	Signature	Date
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THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

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

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act

of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be

used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
24. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
25. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
26. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the

implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.

27. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
28. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
29. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
30. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
31. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

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

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

32. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
33. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.

34. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
35. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
36. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
37. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
38. Subgrantee agrees to maintain annual Central Contractor Registration (CCR) registration with the federal government at <http://www.ccr.gov/> and maintain a current Data Universal Numbering System (DUNS) number. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
39. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
40. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
44. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
46. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
47. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the

Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.

48. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
49. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
50. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
51. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
52. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
53. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.

54. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
 - d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
55. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
56. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

57. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
58. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
59. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
60. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
61. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
62. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
63. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
64. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
65. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
66. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular Letter 11-05-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

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

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

1. Grantee Name and Address:

Count of Gloucester

2 South Broad Street, Woodbury NJ 08096

2. Application Number and/or Project Name:

11VAWA-78/STOP Violence Against Women Act Grant Program

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger

5. Signature

6. Date

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

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester

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

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

7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 95-736-2247

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

City: _____ State: _____ Zip + 4 _____

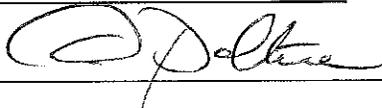
Congressional District (2 digits) (01 – 13): _____ County: _____

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

If No, please explain: _____

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

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

11. Signature of Agency Representative:  _____

To be completed by Division/SubGrantor:

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

4. Award Title: _____

5. Award Number: _____

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

8. Program Source: _____

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RESOLUTION REQUESTING COST SHARE FUNDING IN THE AMOUNT OF \$6 MILLION DOLLARS FROM THE STATE AGRICULTURE DEVELOPMENT COMMITTEE FOR THE ACQUISITION OF DEVELOPMENT EASEMENTS ON SEVEN (7) PROPERTIES PREVIOUSLY ACQUIRED THROUGH THE COUNTY PLANNING INCENTIVE GRANT APPLICATION VIA THE COUNTY FARMLAND PRESERVATION PROGRAM

WHEREAS, the Gloucester County Board of Chosen Freeholders, pursuant to N.J.S.A. 4:1C-11 et seq., the Agriculture Retention and Development Act, (hereinafter referred to as the "Act"), and also in accordance with regulations promulgated at N.J.A.C. 2:76-5 et seq., (hereinafter referred to as the "Regulations") has oversight of the Gloucester County Farmland Preservation Program; and

WHEREAS, the State Agriculture Development Committee, (hereinafter referred to as the "SADC") has made available to Gloucester County (hereinafter referred to as the "County"), \$1,000,000.00 in base grant funding, and up to \$5,000,000.00 in competitive grant funding, as per the County's Planning Incentive Grant application for the purchase of development easements on properties that have made application to the County's Farmland Preservation Program; and

WHEREAS, this funding is being provided via \$200 million in bond funds approved by the voters of the State of New Jersey in 2009 for preservation efforts; and

WHEREAS, the County's allocation was recently approved by the Garden State Preservation Trust; and

WHEREAS, based upon the said proposed funding allocations, the County is submitting a total of seven (7) properties to the SADC, all of which have been previously preserved; and

WHEREAS, the seven (7) said properties are deemed to qualify for the purchase of said easement or easements pursuant to both the Act, and Regulations promulgated thereunder, as well as County guidelines; and

WHEREAS, an endorsement by the Board is provided as required by both the Act, and Regulations, and is also subject to the availability of funding at the State level.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders authorizes and approves this request for cost-share funding in the amount of \$6,000,000.00 from the State Agriculture Development Committee as to the acquisition of development easements on seven (7) properties previously acquired through the Gloucester County Planning Incentive Grant application, and as per the Gloucester County Farmland Preservation Program, whereas the said specific properties are included as an attachment to this resolution which is identified as "Schedule A", and incorporated by reference.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, held on February 20, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ATTACHMENT "A"

**FARMLAND PRESERVATION PROGRAM
GLOUCESTER COUNTY PLANNING INCENTIVE GRANT REQUESTS**

Previously settled by Gloucester County and certified by the SADC

(All "requested funding" with SADC participation is 60% SADC, 40% County except *, and does not include 3% buffer encumbrance)

1. Applicant: BEZR Homes LLC / NAR Farms LLC
Municipality: East Greenwich Township
Block(s)/Lot(s): 1102 / 1, 2.01, 2.05, 3, 3.02, 5, 7
Approx. Acres: 111.80
Exception(s): 1 / 1-acre non severable exception
Approx. cost: \$3,130,400.00 (\$28,000.00 per acre)
Existing Housing: None
Ag. Labor Housing: None
None Ag. Uses: None
Requested Funding: \$1,000,000.00 (base grant), \$878,240.00 (competitive grant),
\$1,252,160.00 County Funding
Settled by County: December 28, 2012

2. Applicant: Santo Joseph Maccherone
Municipality: South Harrison Township
Block(s)/Lot(s): 1 / 2, 3, 6 and 5 / 4
Approx. Acres: 110.321
Exception(s): 1 / 1.525-acre severable exception to exclude farm market
Approx. cost: \$1,312,819.90 (\$11,900.00 per acre)
Existing Housing: 0
Ag. Labor Housing: 1
None Ag. Uses: None
Requested Funding: \$787,691.94 (competitive grant), \$525,127.96 County Funding
Settled by County: December 27, 2012

3. Applicant: Samuel Arthur Ayling and Richard Alan Ayling
Municipality: Washington Township
Block(s)/Lot(s): 82.21 / 28
Approx. Acres: 35.42
Exception(s): 1 / 1.24 severable exception to exclude existing house
Approx. cost: \$793,408.00 (The certified value as per the SADC was \$20,400.00 per
acre; however Washington Township provided an additional \$2,000.00
per acre in cost-share funding, resulting in an acquisition price of
\$793,408.00).
Existing Housing: 1
Ag. Labor Housing: 0
None Ag. Uses: None
Requested Funding: \$433,540.80 (competitive grant), \$289,027.20 County funding,
\$70,840.00 municipal funding
Settled by County: December 20, 2012

4. Applicant: Teresa J. Holtzhauser, individually, and doing business as Charles
Holtzhauser and Son
Municipality: Harrison Township
Block(s)/Lot(s): 49 / 6
Approx. Acres: 90.00
Exception(s): None
Approx. cost: \$1,899,000.00 (\$21,100.00 per acre)

- Existing Housing: 1
 Ag. Labor Housing: 1
 None Ag. Uses: None
 Requested Funding: \$1,139,400.00 (competitive grant), \$759,600.00 County funding
 Settled by County: April 28, 2010
5. Applicant: Alfio Patane and Mary T. Patane
 Municipality: Greenwich Township
 Block(s)/Lot(s): 252 / 2
 Approx. Acres: 124.660
 Exception(s): 1 / 2-acre severable exception for future dwelling
 Approx. cost: \$1,533,318.00 (\$12,300.00 per acre)
 Existing Housing: 0
 Ag. Labor Housing: 0
 None Ag. Uses: None
 Requested Funding: \$919,990.80 (competitive grant), \$613,327.20 County funding
 Settled by County: November 17, 2011
6. Applicant: George H. Urban, by Brenda Urban Caltabiano, Attorney-in-Fact
 Municipality: West Deptford Township
 Block(s)/Lot(s): 374 / 1 and 375 / 2
 Approx. Acres: 106.4
 Exception(s): 1 / 2 acre-non-severable exception to exclude existing house and buildings
 Approx. Price: \$1,010,800.00 (\$9,500.00 per acre)
 Existing Housing: 0
 Ag. Labor Housing: 0
 None Ag. Uses: None
 Requested Funding: \$606,408.00 (competitive grant), \$404,392.00 County funding
 Settled by County: October 31, 2012
7. Applicant: Robert J. Stefka, Sr., and William R. Stefka, Jr.
 Municipality: Greenwich Township
 Block(s)/Lot(s): 262 / 3
 Approx. Acres: 32.252
 Exception(s): 1 / 3.750-acre severable exception for future dwelling
 Approx. Price: \$419,276.00 (\$13,000.00 per acre)
 Existing Housing: 0
 Ag. Labor Housing: 0
 None Ag. Uses: None
 Requested Funding: \$234,728.46 (finishes competitive grant), \$184,547.54 County Funding
 Settled by County: February 27, 2012

RESOLUTION AUTHORIZING MODIFICATION TO PARKS AND RECREATION FEES FOR SERVICES AND SUMMER PROGRAMS

WHEREAS, there exists a fee schedule previously approved by the Gloucester County Board of Freeholders for services and Summer Programs provided by the Gloucester County Department of Parks & Recreation to the residents of Gloucester County; and

WHEREAS, it has become necessary to modify this fee schedule as to fees for services and Summer Programs; and

WHEREAS, the County has set the services under Parks and Recreation Fees; and

WHEREAS, all other fees for Parks and Recreation services shall remain in full force and effect, as previously approved by the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that effective immediately, fees for services and Summer Programs shall be set as follows:

- a. The fee for *Living History Camp* shall be set at \$50.00;
- b. The fee for *Nature Detectives* shall be set at \$50.00;
- c. The fee for *Tennis* shall be set as follows:
 Beginners Ages 9-15 set at \$40.00;
 Beginners Ages 16 & up set at \$50.00;
 Advanced Beginners Ages 9-15 set at \$40.00;
 Advanced Beginners Ages 16 & up at \$50.00, and
 Competitive Tennis set at \$50.00;
- d. The fee for *Sports Skills* shall be set as follows:
 Ages 3-4 set at \$40.00; Ages 5-6 set at \$50.00; Ages 7-8 set at \$50.00;
- e. The fee for *Theatre* shall be set at \$105.00;
- f. The fee for *Hooked on Hockey* shall be set at \$10.00;
- g. The fee for participants in the *Jonas Cattell Run* shall be set as follows:
 Advanced registration set at \$20.00; Registration on race day set at \$30.00;
- h. The fee for *Pavilion rentals*, effective 12/31/13, shall be set as follows:
 County resident full pavilion rental shall be set at \$20.00 per hour;
 Non-resident full pavilion rental shall be set at \$40.00 per hour;
 County resident Birthday Corral rental shall be set at \$10.00 per hour;
 Non-Resident Birthday Corral rental shall be set at \$20.00 per hour.
- i. The fee for exclusive rental of *Whitall House*, shall be set as follows:
 \$100.00 per hour, with a minimum of four (4) hours, 8 a.m. until 12:00 midnight;
 \$140.00 per hour, with a minimum of four hours, from 12:00 midnight to 8:00 a.m.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 20th, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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