

MINUTES

6:02 p.m. Wednesday, March 13, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular minutes from February 20, 2013.

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

Comments: Not approved

47385 Recognizing Justin Robert Dy achieving Rank of Eagle Scout (Taliaferro) (to be presented at a later date).

47386 Proclamation recognizing March as American Red Cross Month 2013 (Simmons) (to be presented at a later date).

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

Statement read by Freeholder Director Damminger (see attached)

OPEN

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

Comments:

1. Steve Bajewicz, Mullica Hill, spoke about closing of the jail. He also had questions about the budget for the jail.
2. Steve Newsome, Mt. Royal, spoke about employees being laid off and involvement in the decision.
3. Paula Bowe, Elk Twp., asked questions about the jail and why the decision was in such an expedited manner.
4. Brad Schmidhieser, Washington Twp., asked if Freeholder Wallace objected. Freeholder Wallace said he was informed Saturday. Also questioned the county's ability to transport.
5. Michael Williams, Mantua Twp., questioned transports and fingerprints and hospital transports.
6. Rick Kott, Cumberland County, questioned why the liaison does not know. Also questioned why the Board does not allow more information.
7. Mark Cimino, Deptford, legal counsel for FOP, questioned legal ability based on law. Claimed vote is a violation of the law.
8. Jennifer McGloughlin, Franklin Twp., commented on the lack of time of notice and the concern of the lack of police in her town.
9. Lena Jester asked about budget cuts where numbers are coming from. Asked about surplus and is concerned about businesses and creating toxic problems at new jail.

10. Frank Brickman asked why taxpayers are not voting on this. He said this is not right.
11. Theresa Montforte, Glassboro, many concerns with public safety. Willing to pay \$90 a year for public safety. Should not rush this decision.
12. Chris Davis, Monroe Twp., was assured he would make retirement. Reprehensible that he was hired and may not make his retirement. He questioned how they could make this decision in just 3 days. Asked the Board to table this.
13. Ed Branigan, NJ State FOP Rep, said no guarantee new hires will get the same rate pay.
14. Rich Dann, Woodbury President, CWA said this is to quick and deserves more time to study impact on courts and inmates. Should not rush to judgement. Urge to reconsider.
15. Paul DeCosta, Washington Twp., said we always look to cut at the "ground troops"
16. Joe Weichman, Franklinville, said 3 days is insane, said corrections officers do a lot for our community.
17. James Fare asked what Chad Bruner's salary is.
18. Michael Vidrono, Franklin Twp., advised the board of the statutes for inmate housing. Cumberland can't have their own.
19. John Schools, Harrison Twp., asked about Cumberland County not up to spec's or compliant. Will Gloucester County require Cumberland County to be compliant with law? What are legal responsibilities?
20. Christopher Harris, Deptford Twp., asked Freeholder Taliaferro how proud he is.
21. John Freitag, Washington Twp., asked about gang members and the ramifications of putting them together.
22. Lee Lucas, Gibbstown, asked if they should renegotiate. Asked if they took a cut in pay and asked if they are willing to get a pay cut.
23. Howard Abrams, Deptford Twp., asked about jail budget. Said a lot of things can be cut other than jeopardize safety and put people out of work.
24. Joe Doman, Harrison Twp., said this is devastating. He is concerned about transportation and capacity at other facilities. Said this is unfair to the warden.
25. Dick Broades, Franklin Twp.,
26. Joe Hetzel, Mantua Twp., asked what the plan is when Salem and Cumberland can't take any more.
27. Dominic Capano, Pitman, said the county has asked for concessions in the past and this did not happen. Taxpayers are happy here. He asked who is protecting us.
28. Chris Tashini, Gloucester Twp., asked about the \$300.00 per day and how the county got the numbers.
29. Mike McGloughlin asked about transport issues.
30. Eric Prall, Deptford Twp., concerned about ripple effect to the county and families. Asked if we got input from police chiefs. He said this is a lack of respect.
31. Julia, Franklin Twp., son is a correction officer and has a son in the Gloucester County jail.
32. Patricia Swain, Monroe Twp., quoted lack of transparency. She said she is a jail employee and wants to know when she will get answers.
33. Emerson Lewis, Elk Twp., is in law enforcement and is concerned about transport.
34. John Fainsworth, Marlton, said we cannot reopen jail said it will cost millions.
35. Howard, Glassboro, said this does not look right. Many will lose their jobs.
36. Joseph Benne, East Greenwich, said this is a public safety issue. He said the Sheriff can't handle transports.
37. Joseph Sedo, Franklin Twp., disappointed with the Freeholder Board. Said he is concerned with government cuts.

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47387 RESOLUTION APPOINTING MEMBERS AND DESIGNATING A VICE CHAIRMAN TO THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS.

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

Comments: N/A

47388 RESOLUTION APPOINTING JENNIFER TURNER TO THE COMMISSION FOR WOMEN.

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

Comments: N/A

47389 RESOLUTION APPOINTING GERALD A. WHITE TO THE GLOUCESTER COUNTY INDUSTRIAL POLLUTION CONTROL FINANCE AUTHORITY.

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

Comments: N/A

47390 RESOLUTION AUTHORIZING AN EXTENSION TO THE EXISTING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE SALEM COUNTY IMPROVEMENT AUTHORITY REGARDING THE REGIONAL WASTEWATER MANAGEMENT PROJECT FOR A PERIOD OF ONE YEAR.

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

Comments: N/A

47391 RESOLUTION IN SUPPORT OF THE GLOUCESTER COUNTY COLLEGE ("GCC") BOARD OF TRUSTEES' ACTIONS RELATIVE TO THE UNDERTAKING AND IMPLEMENTATION OF VARIOUS CONSTRUCTION PROJECTS UTILIZING FUNDING OBTAINED THROUGH PROGRAMS MADE AVAILABLE BY NEW JERSEY FOR INSTITUTIONS OF HIGHER EDUCATION.

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

Comments: N/A

47392 RESOLUTION AUTHORIZING AMENDMENT TO THE GLOUCESTER COUNTY SOCIAL MEDIA POLICY.

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

Comments: Freeholder Wallace said this leaves a free speech rights concern. He asked would employees lose their job if they said "freeholders suck". He asked to table and rework.

MOTION MADE TO TABLE

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

Comments: N/A

MOVE TO THE PREVIOUS QUESTION

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

Comments: N/A

FINAL VOTE

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

Comments: N/A

47393 RESOLUTION TO CONTRACT WITH CVR COMPUTER SUPPLIES FOR PRINTER RIBBONS, PRINTER INK JET AND TONER CARTRIDGES, FAX MACHINE TONER AND DRUM UNITS FROM MARCH 13, 2013 TO MARCH 12, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

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

Comments: N/A

47394 RESOLUTION TO CONTRACT WITH AUTHENTIC PROMOTIONS.COM FOR THE PURCHASE OF PROMOTIONAL ADVERTISING ITEMS FROM MARCH 25, 2013 TO MARCH 24, 2014 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

47395 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO COOPERATION AGREEMENTS WITH THE TOWNSHIP OF LOGAN, CITY OF WOODBURY AND TOWNSHIP OF WOOLWICH FOR ASSESSMENT SERVICES.

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

Comments: N/A

47396 RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS WITH THE COUNTIES OF CUMBERLAND AND SALEM FOR THE HOUSING OF GLOUCESTER COUNTY ADULT MALE INMATES FROM JUNE 1, 2013 TO MAY 31, 2023 AT A RATE OF \$100.00 PER DAY.

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

Comments: Freeholder Wallace stated that they were given this information on Saturday and it sounded pretty straight forward. He thinks it's important for the public to understand that the paradigm of government has changed. That the idea of a lifetime guaranteed job in the private or public sector simply doesn't exist anymore. He stated that the government is irresponsible if they don't look at all avenues to make sure tax payers money is spent wisely and can be saved whenever possible otherwise we will be taxed out of existence. He thinks it's wise to explore this shared services agreement; however, he does believe that there are a number of questions that have been raised that didn't come up Saturday including legal issues and employment issues. He stated this Freeholder Board and whatever is going on "down there" may have contradicted what we think is going to happen in the contract. He said he is just not comfortable right now with all the issues that have come up. He thinks we could have done a better job of rolling this out and how the information was given out to everybody. He then made a motion to table this resolution to the next freeholder meeting so that we can give out more information to all of the people that are affected. Freeholder Nestore seconded the motion. Freeholder roll call vote to table the resolution was taken (2-5-0).

MOTION MADE TO TABLE

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

Comments: N/A

MOVE TO THE PREVIOUS QUESTION

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

Comments: Freeholder Nestore made a comment that one of the officers that he spoke to stated that he didn't care. Nestore then stated that he does care, "they" don't care. Freeholder Nestore then mentioned that through working with Social Services he sees people without jobs or cannot find jobs, people are losing their houses. He then said "I do care." Freeholder Nestore said that this is political suicide but personally doesn't "give a damn". He said this is more than just about the money, it's about lives. He stated this isn't about dollar signs; it's about people's lives. He said he cannot have a clear conscious and vote for this. Roll call vote for final vote (6-1-0).

FINAL VOTE

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47397 RESOLUTION AUTHORIZING A CONTRACT WITH PAULSBORO PRINTERS, INC. FOR SERVICES IN CREATING AND PRINTING VOTING AUTHORITY TICKETS FOR THE GLOUCESTER COUNTY SUPERINTENDENT OF ELECTIONS, FROM MARCH 13, 2013 TO MARCH 12, 2015, IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE TERM OF THE CONTRACT.

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

Comments: N/A

47398 RESOLUTION AUTHORIZING A CONTRACT WITH CONTEMPORARY GRAPHICS, INC., FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS, FROM MARCH 13, 2013 TO MARCH 12, 2014, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

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

Comments: N/A

47399 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN UNDERWOOD MEMORIAL HOSPITAL AND THE COUNTY CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, AT NO COST TO THE COUNTY.

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

Comments: N/A

47400 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, AT NO COST TO THE COUNTY.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47401 RESOLUTION URGING PROMPT PASSAGE OF ASSEMBLY BILL-3630 AND SENATE BILL-2435 TO SUPPORT \$20 MILLION EMERGENCY MARKETING FUNDING TO ADDRESS THE NEGATIVE IMAGE OF THE NEW JERSEY SHORE IN THE AFTERMATH OF HURRICANE SANDY.

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

Comments: N/A

47402 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A CONTRACT WITH TRIAD ASSOCIATES INCREASING THE CONTRACT AMOUNT BY \$7,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$42,000.00.

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

Comments: N/A

47403 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE WORKFORCE INVESTMENT BOARD AND ENDORSING THEIR BY-LAWS.

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

Comments: N/A

47404 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FROM MARCH 13, 2013 TO MARCH 12, 2014 IN THE AMOUNT OF \$378,333.77.

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

Comments: N/A

47405 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH ASPHALT PAVING SYSTEMS FOR THE SUPPLY OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FOR A ONE (1) YEAR PERIOD FROM MAY 18, 2013 TO MAY 17, 2014 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

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

Comments: N/A

47406 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH SOUTH STATE INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS (HMA) FOR A ONE (1) YEAR PERIOD FROM APRIL 4, 2013 TO APRIL 3, 2014 IN AN AMOUNT NOT TO EXCEED \$1,000,000.00.

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

Comments: N/A

47407 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH SOUTH STATE, INC. FOR MILLING AND PROFILING SERVICES FROM MARCH 13, 2013 TO MARCH 12, 2014 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

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

Comments: N/A

47408 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY, GLOUCESTER COUNTY LIBRARY AND THE GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT FOR USE OF THE COUNTY'S PUBLIC WORKS/FLEET MANAGEMENT FUEL FORCE SYSTEM TO SUPPLY GASOLINE AND DIESEL FUEL FROM MARCH 13, 2013 TO MARCH 12, 2023.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47409 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY FOR THE YEAR 2013.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47410 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR CALENDAR YEAR 2013.

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

Comments: N/A

47411 RESOLUTION AUTHORIZING APPLICATION TO NJ TRANSIT TO RECEIVE ROUND 14 NEW FREEDOM GRANT FUNDS, FROM JULY 1, 2014 TO JUNE 30, 2015, IN THE TOTAL AMOUNT OF \$160,000.00.

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

Comments: N/A

47412 RESOLUTION AUTHORIZING APPLICATION TO NJ TRANSIT TO RECEIVE ROUND 14 JOB ACCESS AND REVERSE COMMUTE (JARC) GRANT FUNDS, FROM JULY 1, 2014 TO JUNE 30, 2015, IN THE TOTAL AMOUNT OF \$160,000.00.

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

Comments: N/A

47413 RESOLUTION AUTHORIZING THE COUNTY TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 30 GRANT CONTRACT AND ACCEPT THE FUNDS IN THE AMOUNT OF \$27,114.00.

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

Comments: N/A

47414 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT AND LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR THE PROVISION OF MAINTENANCE OF PROPRIETARY SOFTWARE (ABACUS, AND AOSS CARD REGISTRATION) FOR THE DIVISION OF SOCIAL SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$50,533.77, FROM APRIL 1, 2013 TO MARCH 31, 2014.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47415 RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT (VOCA) GRANT TO AMEND THE GRANT PERIOD TO REFLECT JULY 7, 2012 TO JULY 6, 2013.

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

Comments: N/A

47416 RESOLUTION AUTHORIZING STATE CONTRACT #A83050 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA FROM MARCH 1, 2013 TO SEPTEMBER 30, 2013 IN AN AMOUNT NOT TO EXCEED \$15,000.00.

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

Comments: N/A

47417 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS, CERTIFICATIONS AND REPORTS NECESSARY TO OBTAIN AND EXPEND CONTINUATION FUNDING FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) THROUGH THE COUNTY PROSECUTOR'S OFFICE FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014 IN THE AMOUNT OF \$47,450.00.

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

Comments: N/A

47418 RESOLUTION AUTHORIZING A CONTRACT WITH AQUA PRODUCTS, INC. FOR CLEANING AND LAUNDRY PRODUCTS FOR THE COUNTY JAIL, FROM MARCH 1, 2013 TO FEBRUARY 28, 2015 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

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

Comments: N/A

47419 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH MIDDLESEX COUNTY FOR HOUSING GLOUCESTER COUNTY JUVENILES FROM THE DATE OF THE AWARD TO MARCH 12, 2018 IN AN AMOUNT NOT TO EXCEED \$175,000.00 PER YEAR.

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

Comments: N/A

47420 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH BURLINGTON COUNTY FOR HOUSING GLOUCESTER COUNTY JUVENILES FROM THE DATE OF THE AWARD TO MARCH 12, 2018 IN AN AMOUNT NOT TO EXCEED \$300,000.00 PER YEAR.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47421 RESOLUTION AUTHORIZING THE AWARD OF A SPLIT CONTRACT FOR PROFESSIONAL VETERINARIAN SERVICES WITH DR. ROBERT HARRIS OF PITMAN ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$35,000.00, CROSS KEYS ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$30,000.00 AND CLAYTON VETERINARY ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM APRIL 1, 2013 TO MARCH 31, 2014.

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

Comments: N/A

47422 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE BOROUGH OF GLASSBORO FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Linda Amy questioned about taxes for 3843 Coles Mill Rd. Said the lady doesn't live in the house and she was assessed at \$90,000.00

CLOSE

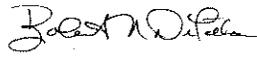
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 9:27 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

Before I open the floor for the public portion, I would like to make this statement:

I realize that most of you are here tonight because of your concern over the resolution to regionalize the housing of adult males with Cumberland and Salem Counties.

Gloucester County taxpayers spend \$28 million a year to house adult male inmates. It is the most costly services the county provides and represents 13% of the county's total budget.

Regionalizing male inmates is the next, final progression in regionalizing correction services in Gloucester County. We have a proven track record of successfully regionalizing correctional services, as the regionalized Juvenile detention services was completed in 2009 saving taxpayers \$2.1 million annually, and in 2010 the county completed regionalization of housing women inmates and saved another \$1.8 million annually.

I also understand the reason you are here tonight means more than just dollars and cents to our taxpayers.

First, I want to say that public safety will not be diminished in any way by regionalizing housing of male inmates in these facilities, just as it was not diminished when the county successfully regionalized housing of juveniles and female inmates.

While the Department of Corrections will be scaled back, the county will continue to manage correction services and work with law enforcement agencies, lawyers and the courts.

Gloucester County Corrections Department will continue to be responsible for general oversight of corrections, transport of inmates to and from court, medical transports, management of

incarceration alternative programs, and juvenile detention services. Male inmates and arrestees will be housed in maximum security correctional facilities in Cumberland and Salem counties, facilities that have the capacity to house our male inmates.

Municipal police departments will not be responsible for transporting arrestees out of county. The Gloucester County Sheriff's Department will pick up and transport all arrestees relieving local police departments of this current responsibility. Local police will actually be back on patrol faster since they will not have to transport arrestees to any jail.

Transporting inmates will continue to happen safely with no unnecessary risk to officers or the public. Both the Gloucester County Sheriff's and Correction's Departments safely transport thousands of inmates each year. Two armed officers man all out-of-county transports and strict safety transport protocols are followed.

The county is aware that this plan will affect the families of male inmates. As was the case when the housing of juveniles and female inmates was regionalized, the county is prepared to assist those who, due to financial hardship, find that they cannot visit their family member. Both Cumberland and Salem County correctional facilities offer "video visitation" as a convenient alternative to traditional visitation.

Finally, this is a concept that has been under consideration by this administration since 2008 when the Gloucester County Board of Chosen Freeholders directed the Administrator and Warden to explore juvenile detention alternatives. Each successful step taken in regionalizing correction services has paved the way to now.

The Gloucester County Department of Corrections will continue to employ 33 Correction Officers and sufficient clerks, social workers, nurses needed to provide essential correction services: transport of inmates, staff "road gang" details, manage alternative sentencing programs, interact with law enforcement, courts, and perform all other duties not directly related to housing inmates.

Displaced Correction Officers will have employment opportunities in both Cumberland and Salem counties. And, As in the past, civilian staff will have the opportunity to transfer to similar positions within the county. The county will take all reasonable steps to avoid the loss of employment, but there is likely to be some corrections officers will be displaced. Those officers will be placed on a "recall employment list" and given first shot at any future openings in Gloucester, Cumberland, and Salem county correction departments.

In today's world, given the economic climate we are facing, with the budget stretched so thin, and the drastic reductions we are facing in rates and revenues, this is the right time to be moving ahead with this shared services agreement. While layoffs are always an unwanted action and a last resort, we cannot justify maintaining a jail when the county will ultimately save its taxpayers \$10 million annually.

MINUTES

REVISED

7:32 p.m. Wednesday, March 27, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular minutes from February 20, 2013.

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

Comments: N/A

47432 Proclamation to recognize Matthew Jerone Lindsay and James Robert Grelli. Matthew and James distinguished themselves by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (to be presented) (Chila).

47433 Proclaiming March as Developmental Disabilities Awareness Month in Gloucester County (to be presented) (Barnes).

47434 Proclamation recognizing Dr. Marvin Creamer at the 30th anniversary celebration of his historic sail around the world (previously presented) (Simmons).

47435 Proclamation Recognizing the National Coalition of 100 Black Women, Inc. - Southern NJ Chapter – 11th Annual Candace Awards ceremony (previously presented) (Taliaferro)

47436 INTRODUCTION

BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$34,457,700 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$19,380,550; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

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

Comments: N/A

47437 INTRODUCTION

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2013 IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14.

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

Comments: N/A

INTRODUCTION

THE 2013 BUDGET FOR THE COUNTY OF GLOUCESTER.

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47438 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED RICHARD FOX V. GC, C. P. NUMBER 2008-20466; DONNA RIOS V. GC, C. P. NUMBER 2008-23565; ROSEMARY HIRST V. GC, C. P. NUMBER 2010-14797; AND KENNETH WARFIELD V. GC, C.P. NUMBER 2004-26802.

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

Comments: N/A

47439 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

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

Comments: N/A

47440 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		13-01913 13-10541 13-01588
Wallace			X	PGS 150-151	
Chila	X		X		
Simmons		X	X		13-01855
Barnes			X		13-02103 13-00023
Taliaferro			X		
Damminger			X		

Comments: N/A

47441 RESOLUTION TO CONTRACT WITH FIRST CREDIT SERVICES, INC. FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY AND EXISTING UNITS WITHIN THE COUNTY FROM MARCH 27, 2013 TO MARCH 26, 2014.

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

Comments: N/A

47442 RESOLUTION AUTHORIZING A CONTRACT WITH GENERAL CODE, LLC FOR DOCUMENT CODIFICATION OF THE COUNTY'S ADMINISTRATIVE CODE IN AN AMOUNT NOT TO EXCEED \$21,000.00 FROM MARCH 27, 2013 TO MARCH 26, 2014.

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

Comments: N/A

47443 RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS CURRENTLY INSTALLED AT VARIOUS COUNTY FACILITIES THROUGH STATE CONTRACT #A77349 IN AN AMOUNT NOT TO EXCEED \$39,426.54 FROM MARCH 27, 2013 TO MARCH 26, 2014.

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

Comments: N/A

47444 RESOLUTION AUTHORIZING THREE CONTRACTS WITHIN THE JURISDICTION OF THE NEW JERSEY BOARD OF PUBLIC UTILITIES WITH VERIZON BUSINESS NETWORK SERVICES, INC. TO PROVIDE SEPARATE COMPONENTS OF VOICE SERVICES, TWO WITH TERMS FROM MARCH 27, 2013 TO MARCH 26, 2016 IN AMOUNTS NOT TO EXCEED \$750,000.00 AND \$30,000.00 RESPECTIVELY, AND THE THIRD WITH A TERM FROM MARCH 27, 2013 TO MARCH 26, 2015 IN AN AMOUNT NOT TO EXCEED \$200,000.00.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47445 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47446 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO NAT ALEXANDER, INC., IN THE TOTAL AMOUNT OF \$51,885.00 FOR MOBILE CASCADE SYSTEM TASKED WITH FILLING SCBA (SELF CONTAINED BREATHING APPARATUS) AIR BOTTLES AND CARTRIDGE ADAPTERS FOR EMERGENCY RESPONDERS DURING THE TRAIN DERAILMENT IN PAULSBORO.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47447 RESOLUTION TO CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2013 TO SEPTEMBER 30, 2013 IN AN AMOUNT NOT TO EXCEED \$128,225.00.

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

Comments: N/A

47448 RESOLUTION AWARDDING CONTRACT TO JC MAGEE SECURITY SOLUTIONS FOR THE SUPPLY OF LOCKING HARDWARE AND LOCKSMITH SERVICES FROM APRIL 6, 2013 TO APRIL 5, 2015 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

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

Comments: N/A

47449 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT FOR INSTALLATION OF CARPETING IN VARIOUS COUNTY BUILDINGS THROUGH STATE CONTRACT #A81755 FROM MARCH 27, 2013 TO MARCH 26, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

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

Comments: N/A

47450 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$86,915.84.

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

Comments: N/A

47451 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FROM MARCH 27, 2013 TO OCTOBER 31, 2014 IN THE AMOUNT OF \$539,333.77.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47452 RESOLUTION AUTHORIZING AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING MEDICAID APPLICATION/REDETERMINATION PROCESSING.

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

Comments: N/A

47453 RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION ADOPTED ON JUNE 20, 2012 TO CHANGE THE YEAR OF GRANT FROM FISCAL YEAR (FY'2013) TO CALENDAR YEAR (CY'2013) FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT GRANT RECEIVED THROUGH NJ TRANSIT.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47454 RESOLUTION AUTHORIZING A STATE CONTRACT #A61618 WITH GLOBAL-TEL LINK CORPORATION FOR TELEPHONE SERVICES FOR THE INMATES AT THE COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FROM MARCH 3, 2013 TO MARCH 2, 2014.

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

Comments: N/A

47455 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$24,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014.

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

Comments: N/A

47456 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR PARTICIPATION IN AN AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM NETWORK FOR DATA SHARING WITH THE TOWNSHIP OF GLOUCESTER.

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

Comments: N/A

47457 RESOLUTION ACCEPTING DONATION OF SYLVANIA 32 LC HDTV, SERIAL NUMBER DS5B1047191776 FROM TARGET CORPORATION TO THE COUNTY PROSECUTOR'S OFFICE.

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

Comments: N/A

47458 RESOLUTION TO PURCHASE ONE (1) 2013 FORD ESCAPE FOR THE GLOUCESTER COUNTY CLERK'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF \$19,082.00, FROM HERTRICH FLEET SERVICES, INC.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47459 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF NORMAN E. STILES AND DEBORAH L. MCGEE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6401, LOT 44, CONSISTING OF APPROXIMATELY 25.180 ACRES, FOR THE AMOUNT OF \$125,900.00.

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

Comments: N/A

47460 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DANIEL LENZI, SR. AND IRENE L. LENZI, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6601, LOT 20, CONSISTING OF APPROXIMATELY 38.315 ACRES, FOR THE AMOUNT OF \$103,412.19.

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

Comments: N/A

47461 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ANDREW BELLONE JR. AND THOMAS L. BELLONE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6002, LOT 67 AND LOT 73, CONSISTING OF APPROXIMATELY 50.382 ACRES, FOR THE AMOUNT OF \$244,352.70.

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

Comments: N/A

Old Business

New Business

47462 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802.

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

Comments: N/A

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

OPEN

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

Comments:

1. Mike Giordano, Franklin Twp., concerned about gang activity as a result of housing prisoners in Cumberland.
2. Steve Bajewicz, Harrison Twp., concerned about gang activity.
3. Paula Bowe, Elk Twp., concerned about why this is was done with little time.
4. Lena Jester, commended Freeholder Nestore on his vote to keep the jail open. Also concerned about safety in Cumberland County.
5. Joseph Bene, Mickelton, said this has been a stressful time. He said Cumberland County jail has not been up to code since 1998.
6. Michael Toll, Monroe Twp., concerned about how inmates will be separated in transport since some are rival gangs.
7. John Stools, Harrison Twp., said Cumberland County is out of code and will Gloucester County Freeholders force them to comply with code. Freeholder Damminger said yes.
8. Brad Schmidheiser, Washington Twp., asked if there will be a comprehensive plan on how we are saving money.
9. Frank Catalino, Washington Twp., asked that with Salem County out what other counties will accept.
10. Nico Davis, Monroe Twp., dad is Chris Davis. 22 years old and as Aspergers Disease and said he wants to have a house.
11. Chris Davis, Monroe Twp., said Hudson County jail was taken over by the state. He's concerned about substantial traffic issues. Does not understand why the rush.
12. Sue Miller, Cumberland County, asked where the inmates will be processed at Cumberland and Salem. Also asked about compliant issues.
13. Tim Kowakaski, Monroe Twp., has a question about transports. He said 52% is done by local. He asked what the plan is.
14. Steve Newsome, Mt. Laurel, said Gloucester County is the best correctional facility. He asked about programs in Salem and Cumberland. He also asked about gangs.
15. Susanne Miller, Cumberland County, asked about 10:A31-34 that rules the county and municipal jail.
16. John Desant, East Greenwich, is a social worker at the jail and said some local police departments will call him and they will have to waste all day driving to Cumberland and Salem.
17. Don Holland, Gloucester County, said the Freeholders do not have a plan. Director Damminger stated that the Freeholders are here to represent 280,000 people. Mr. Holland that asked how much it cost for us to house an inmate. Director Damminger stated \$300. Mr. Holland then asked how much it is going to cost us at Cumberland and Salem. Director Damminger state \$100.
18. Theresa Munson, Glassboro, wants to know what other considerations there are. She then asked about County Administrator Chad Bruner's salary. She stated that it's more than the governor.
19. Frank Hertz, Washington Twp., asked about the number of inmates and how we come up with \$300 a day.
20. Heidi Harris, Deptford, concerned about families and mortgages and health insurance. She asked if the Freeholders really do care.
21. Chris Harris, Deptford, asked why the freeholders don't just table this to gather more facts. He asked how much does it cost (Department of Corrections). Director Damminger stated \$28 million. He said the budget was \$16 but now is \$28. Mr. Harris asked how this changed. Administrator Bruner stated that \$16 million in salary/wages/ medical insurance not included. He asked if Cumberland County takes over what happens to our contract.

CLOSE

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

Comments: N/A

Adjournment 9:49 pm

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

Comments: N/A



ROBERT N. DiLELLA, CLERK

**In Recognition Of
Kingsway Regional High School ~ Boys Cross Country Team
2012 NJSIAA New Jersey State Group III Champions**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and congratulate the **Kingsway Regional High School Boys Cross Country Team** for an outstanding 2012 season with a 6-0 record; and

WHEREAS, the **Kingsway Regional High School Boys Cross Country Team** distinguished themselves by winning the Boys Cross Country New Jersey State Group III Championship. Kingsway recorded a 110-155 victory over Morristown at Holmdel County Park earning the school's First State Cross Country Title and the First State Championship in the History of Gloucester; and

WHEREAS, the members of the **2012 Kingsway Regional High School Boys Cross Country Team** are: **Myles Boerlin, Noah Culbreath, Nate DeSimone, Trevor Dormann, Kyle Evernham, Luke Hudson, Steven Jones, Ryan Magnus, Derrell Manhertz, Austin Moore, John Palladino, Jacky Vuong, Chris Williams, and Jay Wunnava**; and

WHEREAS, under the skilled guidance of the, **Boys Head Coach, Christian Lynch, Girls Head Coach, Christine Dacchille and Assistant Coach, Caitlin Hess**, the **Kingsway Regional High School Boys Cross Country Team** has shown the qualities of successful student athletes, which include dedication, hard work, team spirit and above all, academic excellence; and

WHEREAS, the Dragons have received many honors and accolades including, Tri-County Conference Royal Division Champions, Tri-County Conference Overall Champions, Gloucester County Champions, South Jersey Open Invitational Division 3 Champions, South Jersey Group 3 Champions, New Jersey State Group 3 Champions, South Jersey Times Team of the Year, and the Courier-Post Cup/South Jersey Track Coaches Association #1 Team in all South Jersey. They have 8 All-Conference All-Star Athletes, 6 All-South Jersey Times All-Star Athletes and 2 All-South Jersey Team selections; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby recognize Kingsway Regional High School Boys Cross Country Team for an outstanding 2012 season.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of April, 2013.

**Robert M. Damminger
Freeholder Director**

**Giuseppe (Joe) Chila
Freeholder Deputy Director**

**Lyman Barnes
Freeholder Liaison**

**Vincent H. Nestore, Jr.
Freeholder**

**Heather Simmons
Freeholder**

**Adam J. Taliaferro
Freeholder**

**Larry Wallace
Freeholder**

Attest: _____
Robert N. DiLella, Clerk

Pa

WELCOME HOME

Senior Master Sergeant Francis Spence

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home New Jersey Air National Guard **Senior Master Sergeant Francis Spence** from his 7th deployment overseas. A Welcome Home celebration is being held by the Glassboro VFW with his wife Daniele, daughter Audrey, son Christopher and mother Sophie on Saturday, March 30, 2013; and

WHEREAS, **Senior Master Sergeant Spence** served in the United States Navy from 1977-1981, the Navy Reserve from 1981-1985 and in 2005 enlisted in the New Jersey Air National Guard, 177th Fighter Wing in Pomona, NJ. **Senior Master Sergeant Spence** has gained distinction within the New Jersey Air National Guard rising through the ranks from Staff Sergeant to Tech Sergeant to Master Sergeant to Senior Master Sergeant. He has served overseas at Ramstein Air Force Base- Germany, Balad Airforce Base- Iraq, Navy Support Facility-Diego Garcia, Kirkuk Airforce Base- Iraq, Kandahar Airforce Base- Afghanistan, Bagram Airforce Base- Iraq and Camp Integrity, Kabul-Afghanistan; and

WHEREAS, **Senior Master Sergeant Spence** has been named Air Reservist Component Logistics Plans Junior Enlisted Member of the Year-2006, Air National Guard Logistics Plans Junior Enlisted Member of the Year-2006, 177th Fighter Wing NCO of the Year-2006, Senior NCO of the Quarter-1st Quarter 2009 and the 451st Air Expeditionary Group. He graduated from the NCO Academy in 2007, and the USAF Senior NCO Academy in 2010; and

WHEREAS, **Senior Master Sergeant Spence** has received numerous medals and citations including; the *Air Force Commendation Medal*, the *Air Force Achievement Medal*, the *Air Reserves Forces Meritorious Service Medal*, the *National Defense Medal*, the *Afghanistan Campaign Medal*, the *Iraq Campaign Medal*, the *Global War on Terrorism Expeditionary Medal*, the *Global War on Terrorism Medal*, the *Air Force Overseas Short Tour Ribbon*, the *Air Force Overseas Long Tour Ribbon*, the *Armed Force Reserves Medal*, the *Air Force NCO Professional Military Educational Graduate Ribbon*, the *Small Arms Expert Marksmanship Ribbon*, the *New Jersey National Guard Good Conduct Ribbon*, the *New Jersey Ribbon of Honor*, the *New Jersey Merit Award Ribbon* and the *New Jersey Unit Strength Award*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Senior Master Sergeant Spence** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Senior Master Sergeant Francis Spence and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**In Recognition Of
John Z. Matthew
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **John Matthew** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **John** started his Scouting career September, 2004 as a Bear Cub in Cub Scout Pack 213. He earned his Arrow of Light and in June 2007 crossed over to the Swedesboro Boy Scout, Troop 13 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, and Life. On September 17, 2012, **John** distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America; and

WHEREAS, **John** has earned 31 Merit Badges, 21 of which are required for his Eagle Scout Ranking and the World Conservation Award. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Librarian, Assistant Patrol Leader, Patrol Leader, Troop Guide, Senior Patrol Leader and currently holds the position of Junior Assistant Scout Master; and

WHEREAS, **John** has performed 113 hours of community service, camped 75 nights, hiked 29 miles, backpacked 66.5 miles and has spent 13 hours on conservation projects. He has completed the BSA's Challenging Outdoor Personal Experience (COPE) program; and

WHEREAS, **John** has many recorded achievements while in the Scouts including membership in the Order of the Arrow, completing his Ordeal, served as a staff member in the BSA National Youth Leadership Training (NYLT) program and working as an Instructor for NYLT. He has earned the Ad Altare Dei and Pope Pius XII Religious awards, serving as a member of the planning committee of the Camden Diocese Catholic Scouting Program and participated as a leader at the Diocese's annual retreats; and

WHEREAS, **John** exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a 12'x21' Rain Garden at the Woolwich Township Municipal Building. John led other Scouts and Adult Volunteers in this project. The Rain Garden collects water runoff and purifies it before it is recycled into the local aquifer. This is a natural way to help protect the community's water resources and also supports the Townships Sustainability goal; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize John Matthew for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**IN HONOR AND RECOGNITION
40TH ANNIVERSARY
U.S. TROOPS RETURNING HOME FROM VIETNAM
MARCH 30, 1973 ~ MARCH 30, 2013
"WELCOME HOME VIETNAM VETERANS DAY"**

WHEREAS, March 30, 2013 marks the 40th Anniversary of the return of all U.S. Troops from Vietnam; and

WHEREAS, on March 7, 2011 the United States Senate passed a resolution declaring **March 30th** as "**Welcome Home Vietnam Veterans Day**". It is fitting that this day be set aside as a time to honor and recognize those Veterans who served in Vietnam with valor, and to remember the heroic men and women who lost their lives in the service of their country; and

WHEREAS, there were over **nine million** military personnel who served during the Vietnam War with over **fifty- eight thousand** losing their lives and more than **three hundred thousand** that were wounded in action; and

WHEREAS, over **two hundred eighty thousand residents of New Jersey saw duty** during the Vietnam War and of the **two hundred eighty thousand New Jersey residents, one thousand five hundred twelve Brave Patriots were Killed In Action** and **forty-three Heroes** are still listed as **Missing In Action**; and

WHEREAS, of those **New Jersey residents** who made the **Ultimate Sacrifice** for their country **forty-four were Native Sons of Gloucester County**; and

WHEREAS, the Board of Chosen Freeholders wishes to recognize and thank the members of the Glassboro VFW Post 679, home of the South Jersey Vietnam Veterans Association, the Military Order of the Purple Heart, Disabled Veterans and POW/MIA Awareness Committee of Camden and Gloucester Counties for hosting a dinner on Saturday, March 30, 2013 in honor and recognition of **40th Anniversary** of our Troops returning home from Vietnam; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize "Welcome Home Vietnam Veterans Day and the 40th Anniversary of U.S Troops returning home from Vietnam.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____

PS

In Honor Of Edward Cunliffe POW/MIA Candlelight Service

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Edward Cunliffe**, a former World War II POW on Sunday, March 24, 2013. The service is being sponsored by the Glassboro VFW Post 679, Ladies Auxiliary and presented by the POW/MIA Awareness Committee of Gloucester and Camden Counties; and

WHEREAS, **Edward Cunliffe** enlisted in the United States Army Air Forces on October 15, 1942 during World War II and was assigned to the 412th Squadron as a wing gunner. **Edward** was deployed to Europe on March 7, 1944 and on April 11, 1944, during a mission flying over Germany to Poland, his B-17 bomber was shot down and he was captured by German soldiers; and

WHEREAS, towards the end of the war, the Allied Prisoners were arranged in groups of 500, marched 200 miles and left in the woods. Edward was eventually found by elements of General Patton's Third Army; and

WHEREAS, **Staff Sergeant Cunliffe** distinguished himself during his service to our country being awarded the **Air Medal**, the **Prisoner of War Medal**, the **European-African-Middle Eastern Campaign Medal** with **1 Bronze Service Star**, the **American Campaign Medal**, the **Good Conduct Medal**, the **Distinguished Unit Citation** and the **World War II Medal**. He was also entitled to wear the **World War II Honorable Service Lapel Button**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Edward Cunliffe** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of POW/MIA's who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and thank Edward Cunliffe for his service to our country at the POW/MIA's Candlelight Service.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

RS

In Honor Of Howard Brooks POW/MIA Candlelight Service

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Howard Brooks**, a former World War II POW on Sunday, March 24, 2013. The service is being sponsored by the Glassboro VFW Post 679, Ladies Auxiliary and presented by the POW/MIA Awareness Committee of Gloucester and Camden Counties; and

WHEREAS, **Chief Warrant Officer Howard Brooks** enlisted in the US Navy on September 13, 1939 and was assigned to the USS Houston in Hawaii. He was then transferred to Manila in the Philippines just before the Japanese bombed Pearl Harbor on December 7, 1941.

WHEREAS, in February of 1942, **Howard's** ship was attacked by Japanese aircraft, killing all crew members of the gun turret with **Howard** being the only survivor. At the end of February 1942, the USS Houston was again attacked and sunk, killing all but 368 of the 1,070 men of the Houston. **Howard** survived three days in the water before being captured by the Japanese and sent to Singapore. He was later sent to Burma to work on the "**Death Railroad**" for the Japanese until the end of the War in August, 1945; and

WHEREAS, of the 60,000 allied prisoners who worked on the railroad, over 16,000 POWs died including 233 of **Howard's** USS Houston shipmates; and

WHEREAS, **Chief Warrant Officer Howard Brooks** distinguished himself during his service to our country being awarded the **Presidential Unit Citation Ribbon**, the **Prisoner of War Medal**, the **Navy Good Conduct Medal**, the **American Defense Medal** and the **Asiatic Pacific Campaign Medal**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Howard Brooks** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of POW/MIA's who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and thank Howard Brooks for his service to our country at the POW/MIA's Candlelight Service.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

P60

**In Recognition of
Joseph Michael Tracy, Jr.
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Joseph Michael Tracy, Jr.** on his achievements as a member of the Boy Scouts of America, Mullica Hill Troop 44; and

WHEREAS, **Joseph Michael Tracy, Jr.**, a Ewan resident has distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, **Joseph Michael Tracy, Jr.** has earned 27 Merit Badges and 12 Eagle Badges for a total of 39 Merit Badges and has exhibited exceptional leadership throughout his time in the Boy Scouts serving in many different troop leadership positions; and

WHEREAS, **Joseph Michael Tracy, Jr.** exhibited his commitment to public service by selecting as his Eagle Scout project to create a prayer garden and landscaping at Ewan Methodist Church. Joseph led many volunteers in creating the prayer garden and landscaping; and

WHEREAS, in addition to Scouting, **Joseph Michael Tracy, Jr.** has been involved in many varied activities in his school and community. Joseph is on the Football team and is has received either Superintendent's list or honor roll every marking period he has been in school. He is active in his church and does scripture readings, operates the sound system and volunteers to help anyone; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby honor and recognize **Joseph Michael Tracy Jr. for his leadership, personal achievements and dedicated service to his community.**

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of April 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

Gloucester County

Board of Chosen Freeholders

Proclamation

DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH IN GLOUCESTER COUNTY, NJ

WHEREAS, sexual assault affects women, children, and men of all racial, cultural and economic backgrounds and it is devastating not only for the survivor, but their friends and family as well; and

WHEREAS, in the United States, 1 in 6 women will be sexually assaulted in their lifetimes and 1 in 5 will experience sexual violence before they graduate college, which has led the Center of Disease Control to classify sexual assault as one of the nation's fastest growing epidemics; and

WHEREAS, awareness of this epidemic has caused a 60% decline in sexual assaults in the last two decades, but even with this decline, someone in the United States is sexually assaulted every 2 minutes; and

WHEREAS, "Denim Day" is a campaign to end sexual violence through prevention and education, where participants wear denim as a visual sign of support for ending sexual violence in our community; and

WHEREAS, the Center for Family Services, Services Empowering Rights of Victims Program, the Sexual Violence Task Force and Rowan University are leading the Gloucester County community in hosting its third annual "Denim Day" on April 9, 2013; and,

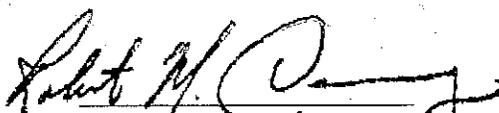
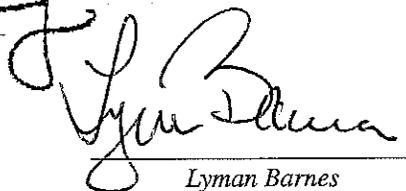
WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support survivors and their significant others, and increase support for agencies providing services to victims; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe 'Joe' Chila, Lyman Barnes, Vincent Nestore, Heather Simmons, Adam Taliaferro and Larry Wallace do hereby declare the month of April, 2013, as Sexual Assault Awareness Month in Gloucester County, NJ.

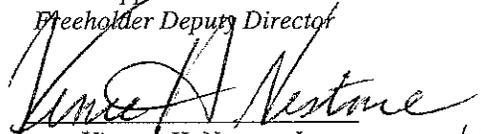
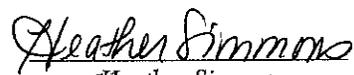
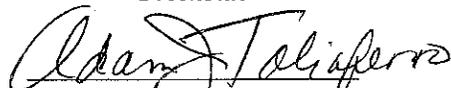
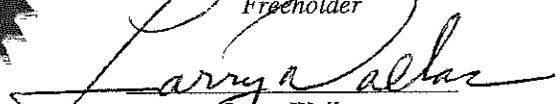
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th Day of April, 2013.



Giuseppe 'Joe' Chila
Freeholder Deputy Director


Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder


Vincent H. Nestore Jr
Freeholder
Heather Simmons
Freeholder
Adam J. Taliaferro
Freeholder
Larry Wallace
Freeholder

ATTEST:


Robert N. DiLella, Clerk

**RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND
TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR
YEAR 2013 IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.0% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and

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

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2013 budget by up to 3.5% over the previous year's tax levy, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to \$1,411,711.08 in excess of the \$1,882,281.44 increase in tax levy otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2013 budget year, the tax levy of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$3,293,992.52, and that the CY 2013 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and

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

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction, said Resolution was presented to the Gloucester County Board of Chosen Freeholder at the regular meeting held on March 27, 2013; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption on April 24, 2013.

ADOPTED by the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

**BOND ORDINANCE AUTHORIZING THE
CONSTRUCTION OF VARIOUS CAPITAL
IMPROVEMENTS AND THE ACQUISITION OF VARIOUS
PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF
GLOUCESTER, NEW JERSEY; APPROPRIATING THE
SUM OF \$34,457,700 THEREFOR; AUTHORIZING THE
ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND
ANTICIPATION NOTES OF THE COUNTY OF
GLOUCESTER, NEW JERSEY IN THE AGGREGATE
PRINCIPAL AMOUNT OF UP TO \$19,380,550; MAKING
CERTAIN DETERMINATIONS AND COVENANTS; AND
AUTHORIZING CERTAIN RELATED ACTIONS IN
CONNECTION WITH THE FOREGOING**

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$34,457,700;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$19,380,550; and
- (c) a down payment in the amount of \$1,004,950 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$19,380,550, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$1,004,950, which amount represents the required down payment, together with state and federal grants in the amount of \$14,072,200, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$19,380,550 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$19,380,550 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$3,000,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$300,000	\$0	\$0	\$300,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	88,000	4,500	0	83,500	15 years
C.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	7,975,000	121,250	5,550,000	2,303,750	10 years
D.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$8,049,200	0	\$8,049,200	\$0	10 years
E.	Construction, Reconstruction and/or Repair of various Drains, Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	561,500	5,000	473,000	83,500	20 years
F.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	260,000	13,000	0	247,000	5 years
G.	Acquisition and Installation of a "911" Emergency Response System including, but not limited to, the construction of and/or improvement to buildings and towers, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	16,100,000	805,000	0	15,295,000	15 years
H.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	12,500	0	237,500	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Purchase of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	874,000	43,700	0	830,300	15 years
	TOTAL	\$34,457,700	\$1,004,950	\$14,072,200	\$19,380,550	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 14.17 years.

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$19,380,550 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: March 27, 2013

Date of Final Adoption: April 24, 2013

AI

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF APRIL 2013**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending April 19, 2013; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending April 19, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending April 19, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending April 19, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

**RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN
UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED
FUNDS INTO MISCELLANEOUS REVENUE**

WHEREAS, certain checks of the County of Gloucester were issued in the past to various payees in various amounts and were never cashed; and

WHEREAS, as evidenced on Exhibit "B" (*Sheriff General Account*) attached hereto, the County Chief Financial Officer has requested authorization to cancel said checks and transfer the associated funds into surplus.

NOW, THEREFORE, BE IT RESOLVED, by the County of Gloucester, State of New Jersey that the checks indicated on the list attached hereto as Exhibit "B" (*Sheriff General Account*), and incorporated herein by reference, are hereby authorized for cancellation and the associated funds are hereby transferred into miscellaneous revenue.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A2

Exhibit B
Outstanding Checks Sheriff's Office
TD Bank

Date	Chk #	Amt.	Payable to
5/21/2009	111417	26.00	Scott Marcus & Associates
6/24/2009	111536	5.44	Alfred J. Quasti Jr, Esq.
7/22/2009	111657	400.38	Shapiro & Perez, Esqs.
8/18/2009	111792	3.16	Eichenbaum & Stylianou, Esqs.
10/1/2009	111969	40.48	Manor Care
10/2/2009	111970	517.67	Stern, Lavinthal Esqs.
10/19/2009	112004	1.00	Matthew Reyer
11/6/2009	112132	0.92	Nancy Broglin
9/1/2010	113404	3.21	Missa Bay
1/6/2011	113845	50.00	TMS of New Jersey
3/16/2011	114015	2.00	Shelley Morris
3/16/2011	114017	53.84	Choi Law Office
3/22/2011	114020	3.92	Janice Jones
5/18/2011	114258	1.88	Simonet Rice
5/18/11	114259	2.08	City Solicitor of Philadelphia
6/23/2011	114373	3.21	Wedgewood Pharmacy
7/5/2011	114448	26.72	Marcus McWhorter
9/9/2011	114660	55.44	Scott Marcus & Associates
9/21/2011	114680	2.00	William Mackin
9/28/2011	114686	2.00	Michael McKillop
10/7/2011	114757	30.79	Clayton Board of Education
10/11/2011	114762	797.95	Michael Alfieri
10/28/2011	114874	2.08	Lisa Conti
10/28/2011	114876	3.28	Elizabeth Clarkson
11/10/2011	114901	2.53	Kirsty Conley
11/16/2011	114913	2.56	Floyd Goldman
11/30/2011	115004	3.84	Sherman, Silverstein Esqs.
2/24/2012	115356	1,404.02	Dembo & Saldutti, LLC
3/13/2012	115440	806.65	Michael Alfieri, Esq.
3/28/2012	115482	80.38	Inova Health & Rehab
4/11/2012	115566	472.45	Michael Alfieri, Esq.
5/3/2012	115669	1.12	Theodore Costa, Esq.
5/3/2012	115674	2.00	Arthur Ellison
5/15/2012	115692	1.12	Law Office of Gerald Miksis
7/11/2012	115896	2.92	Tamara Henderson
8/8/2012	116002	1,000.00	Phelan, Hallinan Esqs.
8/21/2012	116028	2.40	A. John Falciani, Esq.
8/22/2012	116061	311.38	O'Brien & Taylor, Esqs.
8/27/2012	116105	806.05	Michael Alfieri, Esq.
9/12/2012	116127	337.02	Zucker, Goldberg & Ackerman, Esqs.
9/19/2012	116143	532.31	USPS
9/21/2012	116147	9.60	Law Office of Deborah Hart
10/1/2012	116218	<u>435.00</u>	Zucker, Goldberg & Ackerman, Esqs.

\$ 8,248.80 TOTAL

A3

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE
WORKERS' COMPENSATION CLAIM OF PETITIONER,
RICHARD FOX v. GLOUCESTER COUNTY, C.P. NO. 2008-20466**

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

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

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

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Richard Fox	2008-20466	\$10,090.00	Slip

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY
APPROPRIATIONS**

WHEREAS, an emergent condition has arisen with respect to certain programs;
and

WHEREAS, there is a need to include additional monies in the 2013 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2013 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2013, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$128,272,393.25.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

GENERAL APPROPRIATIONS

(a.) Operations

A. General Administration

1. County Administrator		
Salaries and Wages		146,499.00
Other Expenses		3,418.75
2. Human Resources		
Salaries & Wages		202,405.00
Other Expenses		19,050.00
3. Board of Chosen Freeholders		
Salaries & Wages		128,209.75
Other Expenses		9,437.50
4. Clerk of the Board		
Salaries & Wages		36,797.00
Other Expenses		4,125.00
5. Advertising Board		
Other Expenses		1,500.00
6. County Clerk		
Salaries & Wages		376,837.00
Other Expenses		80,822.00
7. Superintendent of Elections		
Salaries & Wages		136,378.25
Other Expenses		143,153.75

8. Financial Administration		
Salaries & Wages		184,516.50
Other Expenses		15,275.00
9. Purchasing Department		
Salaries & Wages		82,187.75
Other Expenses		3,480.50
10. Information Technology		
Salaries & Wages		298,557.25
Other Expenses		68,166.25
11. Board of Taxation		
Salaries & Wages		45,037.00
Other Expenses		575.00
12. County Assessor		
Salaries & Wages		284,937.25
Other Expenses		204,850.25
13. Legal Department		
Salaries & Wages		223,757.00
Other Expenses		89,223.50
14. County Adjusters		
Salaries & Wages		38,508.75
Other Expenses		2,669.00
15. Surrogate		
Salaries & Wages		139,413.00
Other Expenses		8,997.75
16. Engineering		
Salaries & Wages		282,349.75
Other Expenses		11,313.75
17. Department of Economic Development		
Salaries & Wages		28,164.00
Other Expenses		10,390.00
18. Historical Society		
Other Expenses		3,000.00

B. LAND USE ADMINISTRATION

1. Planning		
Salaries & Wages		81,103.00
Other Expenses		21,556.50
2. Construction Board of Appeals		
Salaries and Wages		9,944.00
Other Expenses		243.75

C. CODE ENFORCEMENT AND ADMINISTRATION

1. Consumer Protection		
Salaries & Wages		100,430.25
Other Expenses		1,128.25

D. INSURANCE

1. Workman's Compensation Insurance	
Other Expenses	127,500.00
2. Employee Group Insurance	
Other Expenses	4,500,000.00
3. Unemployment Insurance	
Other Expenses	42,000.00

E. PUBLIC SAFETY FUNCTIONS

1. Emergency Response	
Salaries & Wages	4,175,856.00
Other Expenses	135,562.50
2. Medical Examiner	
Salaries & Wages	249,242.25
Other Expenses	22,466.00
3. Sheriff's Office	
Salaries & Wages	2,235,659.50
Other Expenses	18,578.75
4. Prosecutor's Office	
Salaries & Wages	1,885,771.00
Other Expenses	55,525.50
5. Department of Corrections	
Salaries & Wages	1,144,416.00
Other Expenses	1,626,502.50

F. PUBLIC WORKS FUNCTION

1. Roads and Bridges	
Salaries & Wages	711,047.50
Other Expenses	11,910.50
2. Buildings & Grounds	
Salaries & Wages	812,712.75
Other Expenses	224,907.75
3. Fleet Management	
Salaries & Wages	133,751.00
Other Expenses	191,112.50

G. HEALTH AND HUMAN SERVICES

1. County Health Services – Interlocal Agreements (40:8A-1 et seq.)	
Salaries & Wages	575,465.50
Other Expenses	18,121.00
2. Educational & Disability Services	
Salaries & Wages	61,829.75
Other Expense	2,953.75
3. Senior Services	
Salaries & Wages	288,875.25
Other Expenses	62,500.00

4. Human Services	
Salaries & Wages	531,674.75
Other Expenses	82,837.50
5. Veterans Affairs	
Salaries & Wages	98,481.25
Other Expenses	5,125.75
6. Commission on Women	
Other Expenses	650.00
7. Animal Shelter	
Salaries & Wages	417,220.25
Other Expenses	37,222.50
8. Division of Social Services	
Salaries & Wages	2,276,855.00
Other Expenses	1,311,699.50
Aid to Dependent Children	53,115.00
Supplemental Social Security	94,248.50
9. Maintenance of Patients in State Institutions	
Other Expenses	575,303.00
10. Cerebral Palsy Clinic	
Other Expenses	3,750.00
11. Family Support Center (40:5-2.9)	
Other Expenses	20,615.00
12. Mental Health Outpost	
Other Expenses	53,375.00
13. The Arc Gloucester	
Other Expenses	5,500.00
14. Aid to Occupational Center of Gloucester County (40:23-8.11)	
Other Expenses	6,250.00
15. Juveniles in Need of Supervision (2A:4-42)	
Other Expenses	38,225.00
16. Support of Non-Profit Child Care Center	
Other Expenses	9,970.50
G. PARKS AND RECREATION FUNCTIONS	
1. Parks and Recreation	
Salaries & Wages	306,330.00
Other Expenses	50,310.00
2. Golf Course	
Salaries & Wages	106,366.00
Other Expenses	32,651.25
H. EDUCATION FUNCTIONS	
1. Out of County College Reimbursement	
Other Expense	100,000.00

2. Out of County Vocational School	
Other Expense	20,000.00
3. Office of the Superintendent of Schools	
Salaries & Wages	81,737.50
Other Expenses	2,710.00
4. County Extension Services	
Salaries & Wages	83,568.25
Other Expenses	17,792.50
5. 4-H Fair Association	
Other Expenses	4,500.00
I. UTILITIES	
Electricity	405,000.00
Street Lighting	8,647.75
Water	9,375.00
Gas (Natural or Propane)	13,042.25
Sewer	1,500.00
Gasoline & Diesel	250,000.00
J. LANDFILL/SOLID WASTE DISPOSAL	
1. Soil Safe – Contractual Obligation Logan Township	
Other Expenses	10,000.00
K. UNCLASSIFIED	
1. Prior Year Bills	3,304.00
2. Reserve for Sick Leave	50,000.00
3. Salary and Wage Adjustment	175,000.00
CONTINGENT	
Contingent	125,000.00
CAPITAL IMPROVEMENTS	
Capital Improvement Fund	184,085.00
COUNTY DEBT SERVICE	
1. Interest on Other Bonds	185,038.00
2. Improvement Authority Lease Purchase	660,787.00
3. Justice Complex Loan – Interest	1,000,000.00
DEFERRED CHARGES	
1. Emergency Authorization	1,569,297.00
2. Special Emergency Authorization	600,000.00
STATUTORY EXPENDITURES	
1. Social Security	1,250,000.00
2. That said emergency temporary appropriations have been provided for in the 2013 budget under the same titles.	
3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.	

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A5

**RESOLUTION IN SUPPORT OF THE PRESERVATION
OF TAX EXEMPT FINANCING**

WHEREAS, a fundamental principle of tax-exempt financing is the ability of local governments to determine the services needed in their respective communities and to raise capital to provide the services free from federal tax on the bonds used; and

WHEREAS, the exclusion of interest on state and local obligations from federal gross income is an important financing tool in a time where job creation and rebuilding critical infrastructure is critical to our nation's state and local economies.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Board opposes any and all efforts by Congress and the Administration to eliminate or limit the use of tax-exempt bonds by state and local governments or to change the ability of investors to claim the exemption;

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be submitted to Congressional Representatives and key members of the Administration for debate and action.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

File

RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF COUNTY COMPUTERS IN AN AMOUNT NOT TO EXCEED \$20,000.00 FROM MAY 2, 2013 TO MAY 1, 2014

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester (hereinafter the "County") can obtain the said Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers in an amount not to exceed \$20,000.00 from May 2, 2013 to May 1, 2014. This software is proprietary and not available to dealers; and

WHEREAS, as part of this contract the County is obtaining Software Licensing and Maintenance, Updates and Subscription Renewal for County computers from Environmental Systems Research Institute, Inc. (ESRI).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to enter a Contract for Software License, Maintenance, Updates and Subscription Renewal for County computers covering, but not limited to, Emergency Response, Health Department, Board of Elections, Prosecutor, Planning, Taxation Department and Information Technology in an amount not to exceed \$20,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

At

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)**

THIS CONTRACT is made effective this 2nd day of May, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **Environmental Systems Research Institute, Inc. (ESRI)**, with offices at 380 New York Street, Redlands, California 92373 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers covering the following Departments – Emergency Response, Health Department, Board of Elections, Prosecutor, Planning, Taxation Department and Information Technology but not limited to the above list; and

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5 (dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; 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.** Vendor shall provide Software License and Maintenance, Maintenance and Updates/Subscription Renewal for County computers for the period from May 2, 2013 to May 1, 2014; and
2. **COMPENSATION.** The contract is for an amount not to exceed \$20,000.00. It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF VENDOR.** Vendor shall provide all aspects of Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers.

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. 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.

B. 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.

C. 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.

D. 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.

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

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

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

11. **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.

THIS CONTRACT is effective as of this 2nd day of May, 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 and its corporate seal affixed the day and year first above written.

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI)**

(Please Print Name)

A7
revised

RESOLUTION AWARDING CONTRACTS FROM A SPLIT BID FOR INTERNET AND NETWORK SERVICES WITH COMCAST BUSINESS COMMUNICATIONS, LLC FOR A TOTAL AMOUNT OF \$21,420.00 PER YEAR AND BUSINESS AUTOMATION TECH, INC. D/B/A DATA NETWORK SOLUTIONS FOR A TOTAL AMOUNT OF \$19,140.00 PER YEAR FROM JUNE 1, 2013 TO MAY 31, 2015

WHEREAS, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for Internet and Network Services for the County's Department of Information Technology; and

WHEREAS, after following statutory bidding procedures, it was determined that bids should be awarded to:

1) Comcast Business Communications, LLC with offices at 1701 JFK Blvd., Philadelphia, PA 19103 to provide the Internet and Network Services to the Central Core Site (Clayton) and Transparent Ethernet LAN Service as set forth in the bid specifications of PD 013-017 for a total amount of \$21,420.00 per year from June 1, 2013 to May 31, 2015 with the option by the County to extend the contracts for one (1) two year period or two (2) one year period;

2) Business Automation Tech, Inc. d/b/a Data Network Solutions with offices at 106 Apple Street, Suite 103, Tinton Falls, NJ 07724 to provide the Internet and Network Services to the Central Core Site (Clarksboro/Shady Lane) as set forth in the bid specifications of PD 013-017 for a total amount of \$19,140.00 per year from June 1, 2013 to May 31, 2015 with the option by the County to extend the contracts for one (1) two year period or two (2) one year periods; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for both contracts in the amount of \$21,420.00, pursuant to C.A.F. #13-03033, and \$19,140.00, pursuant to C.A.F. #13-03034, with both amounts being charged against budget line items 3-01-31-450-001-20750.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that contracts for the provision of Internet and Network Services in accordance with and pursuant to the specifications promulgated by the County in PD 013-017 are hereby awarded to Comcast Business Communications, LLC and Business Automation Tech, Inc. d/b/a Data Network Solutions and that the Director of the Board and the Clerk of the Board or their designees are authorized to execute the contracts and any other documents necessary to effectuate these agreements with the above specified Vendors on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A7

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMCAST BUSINESS COMMUNICATIONS, LLC**

THIS CONTRACT is made effective this 1st day of June, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **COMCAST BUSINESS COMMUNICATIONS, LLC**, with offices at 1701 JFK Blvd., Philadelphia, PA 19103 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that there is a need for the Internet and Network connectivity at various County buildings throughout the County and for security purposes split the bid between two vendors for the central core sites; and

WHEREAS, this vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract for the central core site of Clayton.

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. **TERMS.** Contract will commence June 1, 2013 through May 31, 2015 with the option by the County to extend the contract for one (1) two year period or two (2) one year period.
2. **COMPENSATION.** Payment under this contract shall be in twelve equal installments as set forth in the Summary of Bids identified as PD 013-017 which is incorporated by reference and made part of this Contract for a total amount of \$21,420.00 per year.

It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

Vendor shall be paid in accordance with the 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.

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.** Vendor will supply Internet and Network Services for central core site of Clayton as listed in Section AA and Transparent Ethernet LAN Service as listed in Section DD in the specifications for PD 013-017 which are incorporated into and made a part of this Contract.

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 set forth in the specifications identified as PD 013-017, which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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 013-017, 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. This indemnification provision shall not apply to damages from occurrences or the consequences therefrom that the system is designed to prevent or avert.

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, the specifications identified as PD 013-017 and Vendor's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and specifications, then the specifications shall prevail.

THIS CONTRACT is effective as of this 1st day of June, 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 and its corporate seal affixed the day and year first above written.

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**COMCAST BUSINESS COMMUNICATIONS,
LLC**

Signature

Print Name

A7

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
BUSINESS AUTOMATION TECH INC. d/b/a
DATA NETWORK SOLUTIONS**

THIS CONTRACT is made effective this 1st day of June, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **BUSINESS AUTOMATION TECH INC. d/b/a DATA NETWORK SOLUTIONS**, with offices at 106 Apple Street, Suite 103, Tinton Falls, NJ 07724 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that there is a need for the Internet and Network connectivity at various County buildings throughout the County and for security purposes split the bid between two vendors for the central core sites; and

WHEREAS, this vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract for the central core site of Clarksboro/Shady Lane.

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. **TERMS.** Contract will commence June 1, 2013 through May 31, 2015 with the option by the County to extend the contract for one (1) two year period or two (2) one year period.
2. **COMPENSATION.** Payment under this contract shall be in twelve equal installments as set forth in the Summary of Bids identified as PD 013-017 which is incorporated by reference and made part of this Contract for a total amount of \$19,140.00 per year.

It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

Vendor shall be paid in accordance with the 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.

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.** Vendor will supply Internet and Network Services for the central core site of Clarksboro/Shady Lane listed in Section AA in the specifications for PD 013-017 which are incorporated into and made a part of this Contract.

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 set forth in the specifications identified as PD 013-017, which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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 013-017, 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. This indemnification provision shall not apply to damages from occurrences or the consequences there from that the system is designed to prevent or avert.

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, the specifications identified as PD 013-017 and Vendor's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and specifications, then the specifications shall prevail.

THIS CONTRACT is effective as of this 1st day of June, 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 and its corporate seal affixed the day and year first above written.

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**BUSINESS AUTOMATION TECH INC.
d/b/a DATA NETWORK SOLUTIONS**

Signature

Print Name

PD 013-017 Bid Opening 4/10/2013 10:00am		-4/18/2013	
SPECIFICATIONS AND PROPOSAL FOR THE PROVIDING OF INTERNET AND NETWORK SERVICES FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF INFORMATION TECHNOLOGY			
VENDOR:	Comcast Business Comm. LLC 1701 JFK Blvd. Philadelphia PA 19103 Terrence Connell SVP 215 286-5982 215 286-1040 Fax	VENDOR:	Verizon Business Network 500 Clinton Center Dr. Clinton MS 39056 Patricia L. Myers 601 460-8642 571 258-5373 Fax
VENDOR:	Comcast Business Comm. LLC 1701 JFK Blvd. Philadelphia PA 19103 Terrence Connell SVP 215 286-5982 215 286-1040 Fax	VENDOR:	Spectrotel 3535 State Hwy. 66 Neptune, NJ 07753 Ross Antole COO 732 345-7848 732345-7895
VENDOR:	Comcast Business Comm. LLC 1701 JFK Blvd. Philadelphia PA 19103 Terrence Connell SVP 215 286-5982 215 286-1040 Fax	VENDOR:	Comcast Business Comm. LLC 1701 JFK Blvd. Philadelphia PA 19103 Terrence Connell SVP 215 286-5982 215 286-1040 Fax
ITEM			
AA			
1	Central (Core) Site - Clayton	\$19,503.60	\$19,188.00
2	Central (Core) Site - Clarksboro/Shady Lane	\$14,940.00	\$22,788.00
BB			
1	Court House 1	\$14,918.88	Bid on Items BB & CC
2	Court House 2	\$14,918.88	Bid id rejected for being non-responsive
3	Clayton 911	\$14,918.88	
4	Board of Elections 1	\$14,918.88	
5	Board of Elections 2	OMITTED	
6	Justice Complex	\$14,918.88	
7	Administrative Offices	\$14,918.88	
8	Social Services	\$14,918.88	
9	GC BOE (Monroe)	\$14,918.88	
10	Health Department	\$14,918.88	
11	Budd Blvd.	\$14,918.88	
12	Adult Probation (5 Points)	\$14,918.88	
	Total for all of BB	\$164,107.68	
CC			
1	Atkinson Park	\$13,835.16	
2	Fleet Management	\$13,835.16	
3	WIC (Paulsboro)	\$13,835.16	
4	Swedesboro Yard	\$13,835.16	
5	82-2	\$13,835.16	
6	82-3	\$13,835.16	
7	82-4	\$13,835.16	
8	82-5	\$13,835.16	
9	82-6	\$13,835.16	
10	82-7	\$13,835.16	
11	83-1	\$13,835.16	
12	83-2	\$13,835.16	
13	Veterans Affairs	\$13,835.16	
14	Scotland Run Park	\$13,835.16	
15	Pitman Golf Course	\$13,835.16	
16	GC BOE (Deptford)	\$13,835.16	
	Total for all of CC	\$221,362.56	
DD			
	Transparent Ethernet LAN Service	\$15,300.00	\$10,188.00
	Variations: (if any)	NONE	
	Bid specifications sent to:		
	Office Business Systems	JPDR Enterprises	ComTec Systems
	Tendering Authority	Prime Vendor	Xtel Communications
	Level 3 Communications	Windstream	CenturyLink Public
	Net Access	AT&T Business	

				<p>Based upon the bids received, I recommend Comcast Business Communications LLC be awarded the contract for AA Central Site Clayton and DD - Transparent Ethernet LAN Service and Business Automation Tech Inc. dba Data Network Solutions be awarded AA Central Site Clarksboro/Shadylane as the lowest responsive, responsible bidders. BB and CC are not being awarded as they are over budget.</p>
				<p>Sincerely,</p>
				<p>Robert J. McErlane Purchasing</p>
				<p>4/19/2013</p>

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SIGNATURE PAGE

SIGNED: 

COMPANY: Business Automation Technologies
/d/b/a Data Network Solutions

NAME: Isaac Fajerman
(PRINTED OR TYPED)

ADDRESS: 106 Apple Street Suite 103
Tinton Falls, NJ 07724

TITLE: President

TELE #: (732) 741 5889

DATE: 04/10/13

FAX #: (732) 747 3585

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON APRIL 5, 2013 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

PROVISION OF INTERNET SERVICES:

FROM ATTACHMENT AA

CENTRAL (CORE) SITE – CLAYTON

LUMP SUM PER YEAR \$ 19,140

CENTRAL (CORE) SITE – CLARKSBORO/SHADY LANE

LUMP SUM PER YEAR \$ 19,140

DUE TO SPECIFIC REQUIREMENTS FOR REDUNDANCY A VENDOR CAN ONLY BE AWARDED ONE SITE.

REMOTE SITES – FROM ATTACHMENT BB

COURT HOUSE 1 LUMP SUM PER YEAR \$ _____

COURT HOUSE 2 LUMP SUM PER YEAR \$ _____

CLAYTON 911 LUMP SUM PER YEAR \$ _____

BOARD OF ELECTIONS 1 LUMP SUM PER YEAR \$ _____

BOARD OF ELECTIONS 2 LUMP SUM PER YEAR \$ _____

JUSTICE COMPLEX LUMP SUM PER YEAR \$ _____

ADMINISTRATIVE OFFICES LUMP SUM PER YEAR \$ _____

SOCIAL SERVICES LUMP SUM PER YEAR \$ _____

GC BOE (MONROE) LUMP SUM PER YEAR \$ _____

HEALTH DEPARTMENT LUMP SUM PER YEAR \$ _____

BUDD BLVD LUMP SUM PER YEAR \$ _____

ADULT PROBATION (5 POINTS) LUMP SUM PER YEAR \$ _____

TOTAL FOR ALL OF BB \$ _____

(ALL OF BB WILL BE AWARDED TO ONE VENDOR)

REMOTE SITES – FROM ATTACHMENT CC

ATKINSON PARK	LUMP SUM PER YEAR \$ _____
FLEET MANAGEMENT	LUMP SUM PER YEAR \$ _____
WIC (PAULSBORO)	LUMP SUM PER YEAR \$ _____
SWEDESBORO YARD	LUMP SUM PER YEAR \$ _____
82-2	LUMP SUM PER YEAR \$ _____
82-3	LUMP SUM PER YEAR \$ _____
82-4	LUMP SUM PER YEAR \$ _____
82-5	LUMP SUM PER YEAR \$ _____
82-6	LUMP SUM PER YEAR \$ _____
82-7	LUMP SUM PER YEAR \$ _____
83-1	LUMP SUM PER YEAR \$ _____
83-2	LUMP SUM PER YEAR \$ _____
VETERANS AFFAIRS	LUMP SUM PER YEAR \$ _____
SCOTLAND RUN PARK	LUMP SUM PER YEAR \$ _____
PITMAN GOLF COURSE	LUMP SUM PER YEAR \$ _____
GC BOE (DEPTFORD)	LUMP SUM PER YEAR \$ _____

TOTAL FOR ALL OF CC \$ _____

(ALL OF CC WILL BE AWARDED TO ONE VENDOR)

ATTACHMENT DD

TRANSPARENT ETHERNET LAN SERVICE LUMP SUM PER YEAR \$ 15,300

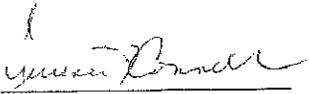
VARIATIONS None

DO YOU HAVE ANY EXCEPTIONS TO THESE SPECIFICATIONS?

YES _____ NO

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SIGNATURE PAGE

SIGNED:  COMPANY: Comcast Business Communications, LLC
NAME: Terrence J. Connell ADDRESS: 1701 JFK Boulevard, Philadelphia PA 19103
(PRINTED OR TYPED)
TITLE: Senior Vice President
DATE: April 9th, 2013 TELE #: 215-286-5982
FAX #: 215-286-1040

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON APRIL 5, 2013 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

PROVISION OF INTERNET SERVICES:

FROM ATTACHMENT AA

CENTRAL (CORE) SITE – CLAYTON	LUMP SUM PER YEAR \$ <u>14,940.00</u>
CENTRAL (CORE) SITE – CLARKSBORO/SHADY LANE	LUMP SUM PER YEAR \$ <u>14,940.00</u>

DUE TO SPECIFIC REQUIREMENTS FOR REDUNDANCY A VENDOR CAN ONLY BE AWARDED ONE SITE.
Please reference the Comcast Networks Service Proposal for customer pricing solution.

REMOTE SITES – FROM ATTACHMENT BB

COURT HOUSE 1	LUMP SUM PER YEAR \$ _____
COURT HOUSE 2	LUMP SUM PER YEAR \$ _____
CLAYTON 911	LUMP SUM PER YEAR \$ _____
BOARD OF ELECTIONS 1	LUMP SUM PER YEAR \$ _____
BOARD OF ELECTIONS 2	LUMP SUM PER YEAR \$ _____
JUSTICE COMPLEX	LUMP SUM PER YEAR \$ _____
ADMINISTRATIVE OFFICES	LUMP SUM PER YEAR \$ _____
SOCIAL SERVICES	LUMP SUM PER YEAR \$ _____
GC BOE (MONROE)	LUMP SUM PER YEAR \$ _____
HEALTH DEPARTMENT	LUMP SUM PER YEAR \$ _____
BUDD BLVD	LUMP SUM PER YEAR \$ _____
ADULT PROBATION (5 POINTS)	LUMP SUM PER YEAR \$ _____

TOTAL FOR ALL OF BB \$ _____

(ALL OF BB WILL BE AWARDED TO ONE VENDOR)

Please reference the Comcast Networks Service Proposal for customer pricing solution.

REMOTE SITES – FROM ATTACHMENT CC

ATKINSON PARK	LUMP SUM PER YEAR \$ _____
FLEET MANAGEMENT	LUMP SUM PER YEAR \$ _____
WIC (PAULSBORO)	LUMP SUM PER YEAR \$ _____
SWEDESBORO YARD	LUMP SUM PER YEAR \$ _____
82-2	LUMP SUM PER YEAR \$ _____
82-3	LUMP SUM PER YEAR \$ _____
82-4	LUMP SUM PER YEAR \$ _____
82-5	LUMP SUM PER YEAR \$ _____
82-6	LUMP SUM PER YEAR \$ _____
82-7	LUMP SUM PER YEAR \$ _____
83-1	LUMP SUM PER YEAR \$ _____
83-2	LUMP SUM PER YEAR \$ _____
VETERANS AFFAIRS	LUMP SUM PER YEAR \$ _____
SCOTLAND RUN PARK	LUMP SUM PER YEAR \$ _____
PITMAN GOLF COURSE	LUMP SUM PER YEAR \$ _____
GC BOE (DEPTFORD)	LUMP SUM PER YEAR \$ _____

TOTAL FOR ALL OF CC \$ _____

(ALL OF CC WILL BE AWARDED TO ONE VENDOR)

ATTACHMENT DD

TRANSPARENT ETHERNET LAN SERVICE LUMP SUM PER YEAR \$ 6,480.00

VARIATIONS

Comcast Note: Pricing as proposed above requires purchase of all sites and does not include any local, state or federal taxes, fees or other charges. Individual sites may be purchased separately but will require a new pricing proposal. Tax exemption certificates must be on file prior to the initial billing period for exemptions to be considered.

Taxes, Surcharges, and Other Similar Charges (Miscellaneous)

Description: Taxes, surcharges, and other similar charges refer generally to additional fees that are a necessary component of the cost of a product or service.

Eligibility: Federal taxes, state taxes, and other similar, reasonable charges incurred in obtaining eligible Telecommunications Services, Internet Access, and Internal Connections are eligible. Such eligible charges include reasonable administrative recovery by a service provider for participation in the Universal Service Support mechanism. Administrative cost added by parties other than the service provider, are not eligible.

DO YOU HAVE ANY EXCEPTIONS TO THESE SPECIFICATIONS?

YES NO

Comcast terms and conditions will govern any agreement between the parties, except to the extent required / prohibited by law, or as otherwise mutually negotiated by the parties.

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SIGNATURE PAGE

SIGNED: 

COMPANY: Spectrol, Inc.

NAME: Ross Antale
(PRINTED OR TYPED)

ADDRESS: 3535 State Highway 66, Norene NS 07753

TITLE: COO

TELE #: 732 345-7845

DATE: 4/8/13

FAX #: 732 345 7895

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON APRIL 5, 2013 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

PROVISION OF INTERNET SERVICES:

FROM ATTACHMENT AA

CENTRAL (CORE) SITE – CLAYTON	LUMP SUM PER YEAR \$ <u>19,188.00</u>
CENTRAL (CORE) SITE – CLARKSBORO/SHADY LANE	LUMP SUM PER YEAR \$ <u>22,788.00</u>

DUE TO SPECIFIC REQUIREMENTS FOR REDUNDANCY A VENDOR CAN ONLY BE AWARDED ONE SITE.

REMOTE SITES – FROM ATTACHMENT BB

COURT HOUSE 1	LUMP SUM PER YEAR \$ <u>N/A</u>
COURT HOUSE 2	LUMP SUM PER YEAR \$ _____
CLAYTON 911	LUMP SUM PER YEAR \$ _____
BOARD OF ELECTIONS 1	LUMP SUM PER YEAR \$ _____
BOARD OF ELECTIONS 2	LUMP SUM PER YEAR \$ _____
JUSTICE COMPLEX	LUMP SUM PER YEAR \$ _____
ADMINISTRATIVE OFFICES	LUMP SUM PER YEAR \$ _____
SOCIAL SERVICES	LUMP SUM PER YEAR \$ _____
GC BOE (DEPTFORD)	LUMP SUM PER YEAR \$ _____
GC BOE (MONROE)	LUMP SUM PER YEAR \$ _____
HEALTH DEPARTMENT	LUMP SUM PER YEAR \$ _____
BUDD BLVD	LUMP SUM PER YEAR \$ _____
PITMAN GOLF COURSE	LUMP SUM PER YEAR \$ _____
ADULT PROBATION (5 POINTS)	LUMP SUM PER YEAR \$ <u>N/A</u>

TOTAL FOR ALL OF BB

\$ N/A

(ALL OF BB WILL BE AWARDED TO ONE VENDOR)

REMOTE SITES -- FROM ATTACHMENT CC

ATKINSON PARK

LUMP SUM PER YEAR \$ N/A

FLEET MANAGEMENT

LUMP SUM PER YEAR \$ _____

WIC (PAULSBORO)

LUMP SUM PER YEAR \$ _____

SWEDESBORO YARD

LUMP SUM PER YEAR \$ _____

82-2

LUMP SUM PER YEAR \$ _____

82-3

LUMP SUM PER YEAR \$ _____

82-4

LUMP SUM PER YEAR \$ _____

82-5

LUMP SUM PER YEAR \$ _____

82-6

LUMP SUM PER YEAR \$ _____

82-7

LUMP SUM PER YEAR \$ _____

83-1

LUMP SUM PER YEAR \$ _____

83-2

LUMP SUM PER YEAR \$ _____

VETERANS AFFAIRS

LUMP SUM PER YEAR \$ _____

SCOTLAND RUN PARK

LUMP SUM PER YEAR \$ N/A

TOTAL FOR ALL OF CC

\$ N/A

(ALL OF CC WILL BE AWARDED TO ONE VENDOR)

ATTACHMENT DD

TRANSPARENT ETHERNET LAN SERVICE

LUMP SUM PER YEAR \$ 10,188.00

VARIATIONS _____

DO YOU HAVE ANY EXCEPTIONS TO THESE SPECIFICATIONS?

YES _____ NO

A7

SIGNATURE PAGE

SIGNED: Patricia L. Myers

COMPANY: Verizon Business Network Services Inc. on behalf of the following entities; MCI Communications Services, Inc. d/b/a Verizon Business Services and Verizon New Jersey Inc., collectively referred to as "Verizon."

NAME: Patricia L. Myers

ADDRESS: 500 Clinton Center Drive, Clinton, MS 39056
(PRINTED OR TYPED)

TITLE: Manager, Pricing/Contract Management

TELE #: 601-460-8642

DATE: April 10, 2013

FAX #: 571-258-5373

Section 16 Bid From (Pricing Form)

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON April 10, 2013 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 3RD FLOOR, DELAWARE STREET, WOODBURY, NJ 08096.

PROVISION OF INTERNET SERVICES:

From Attachment AA

Central (Core) Site – Clayton	LUMP SUM PER YEAR <u>\$19,503.60¹</u>
Central (Core) Site – Clarksboro/Shady Lane	LUMP SUM PER YEAR <u>\$28,551.60</u>

DUE TO THE SPECIFIC REQUIREMENTS FOR REDUNDANCY A VENDOR CAN ONLY BE AWARDED ONE SITE.

¹ The above pricing only reflects the internet pricing. Verizon does not offer 25Mb. The above pricing is 30Mb Internet Dedicated Ethernet.

Remote Sites – from Attachment BB

Court House 1	LUMP SUM PER YEAR <u>\$14,918.88</u>
Court House 2	LUMP SUM PER YEAR <u>\$14,918.88</u>
Clayton 911	LUMP SUM PER YEAR <u>\$14,918.88</u>
Board of Elections 1	LUMP SUM PER YEAR <u>\$14,918.88</u>
Board of Elections 2	Omitted on revised Attachment BB
Justice Complex	LUMP SUM PER YEAR <u>\$14,918.88</u>
Administrative Offices	LUMP SUM PER YEAR <u>\$14,918.88</u>
Social Services	LUMP SUM PER YEAR <u>\$14,918.88</u>
GC BOE (Monroe)	LUMP SUM PER YEAR <u>\$14,918.88</u>
Health Department	LUMP SUM PER YEAR <u>\$14,918.88</u>
Budd Blvd	LUMP SUM PER YEAR <u>\$14,918.88</u>
Adult Probation (5 Points)	LUMP SUM PER YEAR <u>\$14,918.88</u>
TOTAL FOR ALL OF BB	\$ <u>164,107.68</u>

(ALL OF BB WILL BE AWARDED TO ONE VENDOR)



Remote Sites – from Attachment CC

Atkinson Park	LUMP SUM PER YEAR \$13,835.16
Fleet Management	LUMP SUM PER YEAR \$13,835.16
WIC (Paulsboro)	LUMP SUM PER YEAR \$13,835.16
Swedesboro Yard	LUMP SUM PER YEAR \$13,835.16
82-2	LUMP SUM PER YEAR \$13,835.16
82-3	LUMP SUM PER YEAR \$13,835.16
82-4	LUMP SUM PER YEAR \$13,835.16
82-5	LUMP SUM PER YEAR \$13,835.16
82-6	LUMP SUM PER YEAR \$13,835.16
82-7	LUMP SUM PER YEAR \$13,835.16
83-1	LUMP SUM PER YEAR \$13,835.16
83-2	LUMP SUM PER YEAR \$13,835.16
Veterans Affairs	LUMP SUM PER YEAR \$13,835.16
Scotland Run Park	LUMP SUM PER YEAR \$13,835.16
Pitman Golf Course	LUMP SUM PER YEAR \$13,835.16
GC BOE (Deptford)	LUMP SUM PER YEAR \$13,835.16

TOTAL FOR ALL OF CC \$ 221,362.56

(ALL OF CC WILL BE AWARDED TO ONE VENDOR)

ATTACHMENT DD

TRANSPARENT ETHERNET LAN SERVICE LUMP SUM PER YEAR \$31,548.12

Verizon is proposing an Ethernet Virtual Private Line network. Each hub site, Clarksboro/Clayton will have a 1 Gig circuit and a 100Mb EVC between them. Please refer to Attachment DD for additional pricing and network diagram.

Variations Prices above do not include, and Customer will be required to pay, the following:

INTERNET: Attachment AA - The Federal Universal Service Fee (FUSF) applies to the local access (Ethernet) associated with Internet Service. It does not apply to the Internet Port charge. The current rate is 14.9%. The Carrier Cost Recovery Charge (CCRC) also applies to the local access component associated with Internet Service. It also does not apply to the Internet Port charge. The current rate is 1.23% FUSF applies to this surcharge.

TLS: Locations - Attachment BB, CC & DD - There are no Federal Regulatory Surcharges that apply to this product.

Because no hardware was requested in this RFP, Verizon assumes all hardware will be supplied by customer or can be quoted separately.

Verizon is proposing Ethernet Virtual Private Line (EVPL).

Please refer to Attachment BB, CC & DD for further information.

Do you have any exceptions to these specifications?

Yes _____ No X _____



A7

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

Certificate of Availability of Funds

TREASURER'S NO. P.O.# B-03034

DATE 4/15/13

BUDGET NUMBER - CURRENT YR 3-01-31-450-001-20750 B Telephone DEPARTMENT IT

AMOUNT OF CERTIFICATION \$19,140.00 COUNTY COUNSEL Emmett Peinas

DESCRIPTION: Contract to Provide Internet & Network Services - Central Core Site CLARKSBORO / SHADY LANE.

Business Automation Tech Inc. d/b/a
VENDOR: DATA Network Solutions

ADDRESS: 106 Apple Street, Suite 103
Tinton Falls, NJ 07724

William R. [Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 4-17-13

Freelholder Meeting

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

Certificate of Availability of Funds

TREASURER'S NO. PO #13-03033 DATE 4/15/13

BUDGET NUMBER - CURRENT YR 3-01-31-450-001-20750 B Telephone DEPARTMENT IT

AMOUNT OF CERTIFICATION \$21,420.00 COUNTY COUNSEL EMMETT PRITMAS

DESCRIPTION: Contract to Provide Internet & Network Services Central Core Site Clayton & Transparent Ethernet LAN Service.

VENDOR: Comcast Business Communications

ADDRESS: 1701 JFK Blvd.
Philadelphia, PA 19103

William R. [Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 4-17-13

Freeholder Meeting
4/24/13

A8

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION
OF A COLLECTIVE BARGAINING AGREEMENT WITH THE FOP 97,
BARGAINING AGENT FOR CORRECTION OFFICERS FROM
JANUARY 1, 2012 TO DECEMBER 31, 2015**

WHEREAS, the County of Gloucester and the *FOP #97, Gloucester County Law Enforcement, the Bargaining Agent of Correction Officers* have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement"), for those employees of Gloucester County Department of Corrections represented by said FOP #97; and

WHEREAS, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2012 through December 31, 2015.

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *FOP #97, Gloucester County Law Enforcement, the Bargaining Agent for Correction Officers*, which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2012 and concluding December 31, 2015;
3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

AGREEMENT

Between

GLOUCESTER COUNTY LAW ENFORCEMENT

LODGE #97 / F.O.P. NJ Labor Council

And

COUNTY OF GLOUCESTER

For the period of

January 1, 2012 through December 31, 2015

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PREAMBLE

This agreement entered into by and between the Gloucester County Board of Chosen Freeholders, hereinafter called "the Employer", Gloucester County Law Enforcement Lodge #97, hereinafter called "the F.O.P." and the New Jersey Fraternal Order of Police Labor Council Inc, hereinafter called "Representative", has as its purpose the promotion and improvement of harmonious employee relations between the Employer and the F.O.P.; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, benefits and other terms and conditions of employment, and represents the complete, final and clear understanding on all bargainable issues between the Employer and the F.O.P.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein the parties hereto agree as follows:

ARTICLE I
RECOGNITION

A. BARGAINING UNIT

The Employer hereby recognizes Gloucester County Law Enforcement Lodge 97, affiliated with the N.J. F.O.P. Labor Council Inc., as the representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all FULL TIME Corrections Officers, HEREIN TERMED "EMPLOYEES" employed by the Gloucester County Department of Corrections. The Employer will not negotiate any other or any additional terms and conditions of employment including those expressed in this agreement, with any individual or group of employees other than the authorized representatives of the bargaining unit. Specifically excluded from the aforementioned unit are INTERIM/TEMPORARY EMPLOYEES, Managerial executives, confidential employees, non-supervisory employees, police professional employees, craft employees, casual employees, Sergeants, Lieutenants, Captains, and all other employees of the Gloucester County Department of Correctional Services. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period of time not greater than six (6) months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed one (1) year.

B. USE OF TITLES

Whenever titles are used in this agreement, they shall be defined to include the plural as well as the singular and to include males and females.

C. REGULATIONS

The rules and regulations of the New Jersey Civil Service Commission, The Merit System Review Board and the Public Employment Relations Commission that apply to the employer and employees covered by this contract are hereby acknowledged to be part of this agreement. Those rules and regulations shall, when appropriate, be interpreted solely by the respective commissions.

D. MAINTENANCE OF STANDARDS

The rights of both the Employer and the F.O.P. shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed. It is understood that the Employer shall follow the guidelines of N.J.A.C.10A Chapter 31 Adult County Correctional Facilities and all other applicable statutes.

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, prompt and equitable solutions to the problems which may arise affecting the terms and conditions of employment consistent with contractual obligations and operational requirements. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the FOP, provided such adjustment is consistent with the terms of this Agreement.

B. Definitions

1. A "grievance" is a claim by an employee, group of employees, or the FOP on behalf of an employee or group of employees, based upon a claimed breach, misinterpretation or improper application of the terms of the four corners of this agreement or

2. A claimed violation, misinterpretations, misapplication or violation of policies and minor discipline determinations shall have the sole remedy of the grievance procedure as stated in the GLOUCESTER COUNTY HUMAN RESOURCES MANUAL, SECTIONS 7.14 and 7.15 .

3. An aggrieved person is the person or persons, the FOP, or their representative making the claim.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the FOP may proceed to the next level. ****NOTE**** Before the submission of a written grievance, the aggrieved party may orally present and discuss his / her grievance in an attempt to resolve it informally.

➤ **Level One**

A grievance may be filed in writing with the DEPUTY Warden, within ten (10) calendar days of the occurrence of the grievance. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Deputy Warden shall review and / or meet with the appropriate officers and shall render a written decision within ten (10) calendar days after receipt of the grievance.

➤ **Level Two**

In the event a settlement has not been reached through Level One procedures, a grievance may be filed with the Warden within ten (10) calendar days following receipt of the determination of Level One. The Warden or his designee shall schedule and hold a meeting within ten (10) calendar days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

➤ **Level Three**

In the event a settlement has not been reached through Level Two procedures a grievance may be filed with the County Administrator or his / her designee within ten (10) calendar days following receipt of the determination of level Two. The County Administrator or HIS/HER Designee shall render a written determination within (10) days following receipt of the grievance.

➤ **Level Four**

In the event a settlement has not been reached through Level Three procedures, the FOP may, after determining that the grievance is meritorious, submit the grievance to arbitration.

If the FOP does not wish to pursue arbitration an individual may not proceed beyond level III.

D. Arbitration

1. If the FOP determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination or within thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the New Jersey Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the misinterpretation, application, or violation of the four corners of this Agreement. For all other grievances, the determination rendered at Level Three **SHALL BE FINAL**.

3. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section D., 1. of this Article, or PERC, or a court of jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify ambiguous language of this Agreement to the extent that use of such evidence shall not conflict with the terms of article XXII of this agreement.

5. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.

7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

8. Employees covered by this agreement, who are witnesses in a grievance hearing shall be granted time off without loss of pay. No additional time and / or compensation shall be given to an off duty witness.

E. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Employer and the FOP. Any other expenses incurred shall be paid by the party incurring same.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself / herself, legal counsel or, at his / her option, with a representative selected and approved by the FOP. When an employee is not represented by the FOP, the employee MUST sign the FOP LIABILITY WAIVER FORM. When that form is signed, the FOP SHALL BE NOTIFIED of the initial filing of the grievance and the final outcome. However, the FOP SHALL NOT be authorized to participate in the grievance process at any stage.

G. Reprisals

There shall be no reprisal against the FOP or any member of the FOP, or any individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

H. Group Grievance

If in the judgment of the FOP a grievance affects more than one employee, the FOP shall identify the employee (s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two. The FOP may process such a grievance through all levels of the grievance procedure.

I. Miscellaneous

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the FOP.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants. This includes any grievance, negotiated settlement and / or any arbitration.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE III
WORKDAY OVERTIME AND CALL IN SENIORITY

A. Workday, Worksheet, Work Period and Leave Assignment

1. **Workday** Employees will be scheduled to work a modified eight hour (8) job position (working 84 Hours per pay period) or a twelve (12) hour shift (working 84 Hours per pay period), both of which will be 2184 Hours worked yearly. (See a. and B. 2 below)
 - a. The workday under the modified eight (8) hour job position shall consist of either eight (8) hours or eight ½ (8.5) hours inclusive of a thirty (30) minute meal break.
 - b. The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty five minute (45) meal breaks.
 - c. If a break is interrupted for emergency situations or operational needs, the Employee may return to finish the break provided the work schedule permits, and the Employee will not receive any additional compensation for any break interruption.
 - d. The Warden or his designee shall have the discretion to modify TIMES or create specialized shifts for outside work details, of the Quartermaster and classification officers.
 - e. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for duty shall not receive pay for time lost. Unexcused lateness shall be grounds for disciplinary action, absent exceptional circumstances.

B. Workweek and Work Period

1. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix B.
2. The work period for employees on an EIGHT (8) HOUR job position shall consist of FOUR (4) consecutive EIGHT (8.5) HOUR DAYS and (1) one (8) EIGHT Hour Day as, or as modified by the Warden to equal 84 Hours worked in a two week pay period, and described in APPENDIX B.

C. Leave Time Assessment

1. Each twelve (12) hour workday shall be considered as one (1) full day for purposes of vacation Leave, personal leave, bereavement leave, administrative leave, Lodge leave and training. Sick leave will be assessed (hour for hour) for sick leave utilization on any given workday. Effective October 1, 2003 through December 31, 2011, all new hires will be placed on twelve (12) hour shifts and shall receive their vacation leave as described in Article VIII A. Effective January 1, 2012, all new hires shall receive their vacation leave as described in Article VIII A and sick leave as described in Article X A(2).

2. Each EIGHT (8) HOUR workday shall be considered as one (1) FULL DAY for the purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Lodge Leave and Training. Sick leave will be assessed HOUR FOR HOUR.

D. Short Notice Leave

Upon request, the Warden or his designee, with twenty-four (24) hours notice shall authorize either a one-quarter (1/4), one-half (1/2) or one (1) day of Vacation leave or Administrative Leave to any employee provided there is minimum staffing on each shift without requiring overtime. Such requests will not be unreasonably denied.

E. Overtime

1. The work week for employees working a modified eight (8) hour job position shall consist of four (4) eight 1/2 (8.5) hour shifts & one (1) eight (8) hour shift per week. An employee working the eight (8) hour job position who is required to work in excess of his 42 hour work week, or eighty four (84) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section E 2. of this Article.

2. The work period for employees scheduled on twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty four (84) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Section E 3. of this Article, for hours worked in excess of eighty-four (84) in the course of the aforementioned fourteen (14) day work period.

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 1/2) times the employee's hourly rate. For purposes of calculating the overtime rate, the employee's hourly rate is derived by dividing his base pay (inclusive of longevity where applicable) by (a) 2184 hours for modified eight (8) hour shift employees, or (b) by the 2184 hours for twelve (12) hour shift employees.

4. **Tier 1 Employees, those hired prior to 01-01-2013:** For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

Tier 2 Employees, those hired on or after 01-01-2013: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

5. Overtime shall include any necessary travel time for official business, as per the FLSA.

6. In the event that overtime work is required, the Employer shall first attempt to secure volunteers based upon seniority. The SHIFT SUPERVISOR shall follow the overtime procedure and the employer and /or his / her designee shall promulgate an SOP regarding overtime call in protocol. If unable to secure volunteers, employees may be required to work mandatory overtime. All officers, NO MATTER WHAT JOB POSITION OR UNIT shall be

required to work mandatory overtime. Such "mandatory overtime" shall be based upon reverse shift seniority, except in emergency situations. For a maximum of up to FOUR (4) HOURS for 12 HOUR employees AND 8 HOURS for 8 HOUR EMPLOYEES. In the assignment of overtime, so long as the employee is fit for duty, prior approved time off shall not disqualify the employee for such assignment. Employees must receive a FOUR (4) HOUR break in service between mandatory overtime assignments EXCEPT FOR EMERGENCY SITUATIONS ordered by the Warden or his / her designee.

7. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible. Overtime shall be distributed in accordance with the terms of this Agreement. All employees shall be eligible and shall be required to work overtime on a rotating basis. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for voluntary / mandatory overtime shall not receive pay for lost time and are subject to disciplinary action. In a case of an emergency, where voluntary overtime needs to be cancelled, the shift commander shall be notified at least ONE (1) HOUR prior to the employees reporting time. Failure to do so shall constitute cause for disciplinary action. Employees who take voluntary overtime in lieu of mandatory overtime and cancel shall be subject to disciplinary action.

8. If the employer inadvertently skips over an employee in seeking to fill overtime needs that employee's chances for overtime will be equalized by putting that person's name first on the list for the next time. Under these circumstances, the rate of overtime pay shall be at the missed rate or higher as applicable.

9. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours. There will be a total of SIX (6) OVERTIME BOOKS to be utilized, A SHIFT, B SHIFT, C SHIFT, D SHIFT, HOME ELECTRONIC DETENTION (H.E.D.) AND COMPUTER OPERATORS.

10. If overtime work falls in a work week in a pay period that includes a Monday holiday, the overtime will be paid in the succeeding pay day.

F. Call Back

If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

G. Standby Pay

If an employee is required to be on standby, he shall receive one (1) hour's pay for every sixteen (16) hours on standby.

H. Compensatory Time

There will be no compensatory time granted in lieu of payment for overtime work.

ARTICLE IV
WAGES

A. Salaries

1. The retroactive aspects of this Agreement, including salary and economic benefits shall be retroactive to January 1st 2012 unless otherwise stated herein. All retroactive monies will be paid on or before the thirtieth (30th) day after the approval of this Agreement by the GCBOCF. All said monies shall be paid by separate check and shall not be included in regular pay.

2. The salaries of all members of the unit covered by this Agreement are set forth in the **Salary Schedule "A" and "B"** which is attached hereto and made a part hereof.

3. **Grand Jury or Court Time**

Any employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable. Any employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required on off-duty hours, shall receive overtime pay, if applicable.

4. **Pay for Assuming Higher Position**

Any employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the employee's salary level.

ARTICLE V
UNIFORMS

A. Clothing Allowance and Items of Issue

New employees may be issued uniform allowances up to the amount of \$1,550.00 to purchase the items of clothing and equipment needed to report for work in full uniform as listed in Appendix A. The Warden will provide the list of particulars to be purchased by the new employee. The allowance will be provided in two transactions with the initial issue payment in the amount of \$750 while the recruit attends the Corrections academy, an additional issue payment in the amount of \$800 after the recruit completes the academy. Thereafter, employees shall be totally responsible for the purchase and maintenance of uniforms after the initial complement of uniforms are provided by the Employer.

1. Clothing, leather gear and ballistic vests destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. An incident report of the damage or loss must be submitted within 48 hours of the occurrence, signed by the officer, and signed by the Shift Lieutenant. The destroyed or damaged items, along with an incident report will then be submitted to the Warden or his / her designee.

B. Uniform Changes

Employer will bear the cost of any uniform changes it makes. Employee will bear the cost of any uniform changes requested by the Union and agreed to by the Employer.

C. Retirement Badge

The employer shall issue to the employee a "RETIRED" DEPARTMENT ISSUED PICTURE I.D. AND BADGE upon retirement or SEPARATION IN GOOD STANDING; said ID shall include the retirees name and date of separation.

ARTICLE VI
MEDICAL BENEFITS

A. **Health Benefits**

The Employer shall continue the following insurance for each eligible employee and his or her dependents:

1. **Medical**

Members shall be enrolled in the NJ State Health Benefits plan at no cost to the employee, except as set by appropriate NJ State Statute or contained herein, with co-pays set by said available plans.

2. **Vision Care**

It is understood that this shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$43; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

3. **Prescription**

The employee co-pay will be set by, and be consistent with, the NJ State Health Benefits plan chosen by the employee.

4. **Dental** (Refer to **Appendix "C"** for optional supplemental coverage available)

The Employer shall continue to provide dental insurance in accordance with the indemnity plan for employees only, at a cost to the Employer which shall not exceed \$31. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the FOP. Employees who elect to enroll in the dental plan organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee-only coverage under the indemnity plan. Any premium costs incurred by an employee in excess of the indemnity plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open enrollment periods for the dental plans shall be in October of each year, for coverage beginning January of the following year.

5. Employees who terminate their employment or begin unpaid leaves of after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leave of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer in accordance with NJ SHBP procedures.

6. Premium charges for health insurance will be subject to the following conditions:
(a) In the case of a self funded plan, premiums will reflect the anticipated cost to the Employer of providing the insurance, using actuarial estimates or experience factors; (b) Employees on active pay status will be required to contribute toward the cost of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the

indemnity plan or the Aethna U.S. Healthcare plan, whichever is higher.

7. Employee Contribution

Per applicable New Jersey law, Employees shall have at a minimum, one and one half (1.5%) percent of their pensionable base salary, or the appropriate percentage of applicable premiums if higher, deducted from their annual pay to offset the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay.

B. Disability Benefits

The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer-employee contributions as required by law.

C. Description

The Employer shall continue to provide for each employee a description of the health care benefits and insurances provided under this Article upon initial hire.

D. Retirement Coverage

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1. above for employees and their dependents upon the employee's retirement in accordance with County policy. Employees, to be eligible, must retire with twenty-five (25) years of service credited by PERS or PFRS. Employees with seven (7) years of County service and twenty-five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.

E. Death of Active Employee

1. Upon the death of an active officer as the result of an accident met in the actual performance of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.

2. Upon the death of an active officer under circumstances not covered by subparagraph E I. above, all health benefits of the officer shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such officer's death.

F. Change of Carriers

1. The Employer reserves the right to change insurance carriers so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

2. Prior to any change, the Employer will notify the FOP so that the FOP may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to arbitration in accordance with Article II, Section D. Such arbitration award shall occur prior to any such change.

G. In January of each year, commencing in 1995, employees who are enrolled in the medical or prescription plans pursuant to Section A may elect to waive either or both coverages, subject to the following provisions:

1. Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

2. Waivers of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period (currently October for the following January) or unless the employee loses his or her alternative coverage (as, for example, by termination or a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan as soon thereafter as is permitted under the insurance then in effect.

H. The Employer will make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code.

ARTICLE VII
HOLIDAYS

A. There shall be a minimum of fourteen (14) holidays per year, with a schedule to be determined by the Employer. The FOURTEEN HOLIDAYS of which shall be;

*NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
LINCOLNS BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
*INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
*THANKSGIVING DAY
THANKSGIVING FRIDAY
*CHRISTMAS DAY

“*” INDICATES PREMIUM HOLIDAY

B. In the event an employee is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day, and/or Christmas Day, the employee shall be compensated for such work at two (2) times the employee's regular straight time rate of pay.

C. Overtime work on holidays shall be compensated at two and one-half (2 ½) times the employee's regular straight time rate of pay.

D. TWELVE (12) HOUR Employees shall follow the schedule and Holiday Observation according to the GCDOCS posted schedule. Eight (8) hour Employees shall follow the County of Gloucester Administration schedule of observance. They shall not be required to work these 14 holidays.

ARTICLE VIII
VACATION

A. All full-time employees hired prior to October 1, 2003, shall receive the following vacation leave per calendar year (January 01 – December 31):

Beginning the first calendar year	1 day per month worked (max. 12 days)
Beginning the 2nd - 4th year	12 workdays per year
Beginning the 5 th - 11 year	15 workdays per year
Beginning the 12 th - 19th year	20 workdays per year
Beginning the 20 th - 25 th year	25 workdays per year
Beginning the 26 th - 30 th year	30 workdays per year
Beginning the 31 st year of service	One day for each year served

Effective October 1, 2003 through December 31, 2011, all new hires will be placed on twelve (12) hour shifts and shall receive the following vacation leave per calendar year (Jan.-Dec.):

Beginning the first calendar year	8 hours per month
Beginning the 2nd - 4th year	8 workdays per year
Beginning the 5th - 11 year	10 workdays per year
Beginning the 12th - 19th year	14 workdays per year
Beginning the 20th - 25th year	20 workdays per year
After completion of 25th year of service	25 workdays per year
After completion of 30th year of service	30 workdays per year

Effective January 1, 2012, all new hires shall receive the following vacation leave per calendar year (Jan.-Dec.):

Initial hire -1 year	1 Workday per month of employment up to 5 days
Beginning year 2-5 years	10 Workdays per year
Beginning year 6-15 years	15 Workdays per year
Beginning year 16 years and over	20 Workdays per year

B. Emergency Vacation Leave

Each employee covered by this agreement shall be granted TWO (2) EMERGENCY VACATION LEAVE DAYS which are inclusive of the vacation leave days received and shall be granted, AUTOMATICALLY & WITHOUT QUESTION, upon request up to ONE (1) HOUR prior to the employees usual reporting time. In case of a sudden emergency, (LESS THAN ONE (1) HOUR) exceptions may be granted by the Warden or his / her designee. Documentation shall be provided for approved emergency vacation leave requested in less than ONE HOUR. If an emergency vacation leave request is on a PREMIUM HOLIDAY, the employee requesting such leave shall be required to submit official proof of the emergency or his / her inability to work the premium holiday within TEN (10) working days.

C. Accumulation

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year ONLY.

D. Carry Over

An employee shall be allowed to carry over five (5) vacation days per year, subject to the operational requirements of the Employer. THE EMPLOYER MAY ALLOW AN EMPLOYEE TO CARRY OVER MORE THAN FIVE (5) DAYS. The reimbursement shall be at the current year's rate of pay . ALL REQUESTS TO CARRY OVER TIME MUST BE SUBMITTED NO LATER THAT OCTOBER 1ST OF THE CALENDAR YEAR. REQUESTS RECEIVED AFTER OCTOBER 1ST WILL BE DENIED.

E. Death of the Employee

Upon the death of an employee, all unused and earned vacation leave, sick, and administrative days shall be calculated and paid to the estate.

F. Separation

An employee retiring or otherwise separating shall be entitled to pro-rata vacation allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from a preceding calendar year will be included.

G Vacation selection within the appropriate work unit to which the employee is assigned OR BIDDED FOR will be determined in accordance with seniority as defined by this Agreement.

1. **H.E.D Unit**

Officers assigned to the same shift shall not be permitted to schedule vacation on the same day. This clause ONLY APPLIES TO VACATION REQUESTS SUBMITTED AFTER MARCH 1ST OF THE CALENDAR YEAR. AFTER MARCH 1ST OF THE CALENDAR YEAR VACATION TIME WILL BE GRANTED ON A FIRST COME FIRST SERVE BASIS.

2. **Classification Officers, Computer Operators, Information Desk Officers, Quartermaster, Gym Officers, Perimeter Officers, Property Officers.**

The primary Officer WILL NOT SCHEDULE Vacation when the back-up Officer(s) is already scheduled for Vacation. THE BACK UP OFFICER(S) WILL NOT SCHEDULE VACATION WHEN THE PRIMARY OFFICER IS ALREADY SCHEDULED FOR VACATION. This clause only applies to vacation requests submitted after March 1st of the calendar year. After March 1st of the calendar year vacation time will be granted on a first come, first served basis.

H. Upon twenty-four (24) hours notice, vacations of three days or less shall be granted by the Warden or his designee subject to the work required of the Employer. The Warden or his designee may waive the twenty-four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement. This paragraph shall not diminish the right to accumulation as contained in paragraph C of this Article.

I. FOUR (4) officers shall be permitted to be on vacation / Administrative Leave at one time (excluding sergeants and lieutenants).

J. **VACATION SCHEDULING**

The employer shall provide a window period FROM JANUARY 1ST THRU MARCH 1ST during which employees MAY (BUT SHALL NOT BE REQUIRED TO) submit requests for vacation leave during the balance of the year.

1. Vacation leave requests of FIVE (5) or more consecutive days submitted prior to MARCH 1ST OF EACH CALENDAR YEAR SHALL BE GRANTED unless an employee is notified within SEVEN (7) DAYS thereof.

2. Vacation leave requests of FIVE (5) DAYS OR LESS SHALL be granted by the employer or his / her designee upon TWENTY FOUR (24) HOURS NOTICE if no more than FOUR (4) employees are granted vacation / administrative leave, excluding emergency vacation leave, sick leave, bereavement leave and training.

3. Vacation leave approval is subject to the work required by the employer, shall not be unreasonably denied and any such denials (That do not violate the terms herein stated) shall not be subject to the grievance and arbitration provisions of this agreement.

4. Any employee who exhausts all of his / her vacation leave in any one year shall not be credited with any additional paid vacation leave until the beginning of the next calendar year. Any violation of or use of additional vacation leave days shall be subject to disciplinary action.

ARTICLE IX
EMPLOYEE REIMBURSEMENTS

A. When an employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the Published IRS rate.

B. **Meals**

1. An employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours: **Breakfast \$5.00; Lunch \$10.00; and Dinner \$15.00.**

2. An employee shall also receive the above reimbursements if he is required to be away from the County Jail Facility for a continuous period of four (4) hours or more.

3. Meal reimbursements shall be paid in the month following submission of vouchers and paid receipts.

C. **Tuition**

The Employer agrees to reimburse each employee up to a total of one thousand one hundred dollars (\$1,100) annually for any job related course(s) or any other courses necessary for completion of a degree in Police Science or Criminal Justice.

ARTICLE X
SICK LEAVE

A. Tiers (1 &2)

1. **Tier 1:** For Tier 1 Employees, those hired prior to January 1, 2013, the minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and ONE HUNDRED AND TWENTY (120) HOURS as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

2. **Tier 2:** For Tier 2 Employees those hired after January 1, 2013 the following applies: Tier 2 Employees earned and accrue ninety six (96) hours each January. The sick days accumulate from year to year without limit.

3. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (or hour for hour) for sick leave utilization on any given workday.

4. For modified EIGHT (8) HOUR job position employees, sick leave will be assessed hour for hour for sick leave utilization on any given work day.

B. Sick leave may be utilized by employee

1. Sick leave is defined as the absence from duty of an employee who, because of personal illness, bodily injury, exposure to contagious disease, is unable to perform the usual duties of his / her position; or a period of emergency attendance upon a member of the "IMMEDIATE FAMILY" seriously ill and requiring said presence of the employee.

C. "Immediate family" means father, step-father, mother, step-mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, step-child, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household. "Immediate family" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least one (1) hour prior to the employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and shall constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

E. Verification of Sick Leave

1. Employees may be required to submit official proof of illness or inability to work in accordance with the GLOUCESTER COUNTY HUMAN RESOURCES MANUAL CHAPTER 6, SECTION 4. Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. An employee who exhausts all of his/her paid Sick Leave in any one year shall not be credited with additional paid Sick Leave until the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline. If sick leave is used on a premium holiday, verification of that sick leave must be turned in within SEVEN (7) working days.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the employee from a panel of physicians designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the employee or other employees.

G. Verification of Sick Leave Pattern

1. Verification of sick leave pattern: a pattern is described as an employee using sick leave (WITHOUT PROVIDING MEDICAL DOCUMENTATION) on THREE (3) or more full days, on the same day (EXAMPLE: ALL FRIDAYS) within a SIX (6) Month period from the initial sick leave day used. Once an employee used their 3RD consecutive sick leave day, on the same day, the employee will receive a letter from the Warden or his / her designee stating the day(s) sick leave was used and informing them that they must submit official medical documentation for the next sick day(s) up to the SIX (6) Month date noted. Employees must submit official medical documentation to their shift commander within TEN (10) working days of the sick leave day(s) used. Failure to do so shall constitute cause for disciplinary action.

2. Fifty percent (50%) of all unused sick time remaining to the employee's credit shall be paid upon retirement up to a maximum of \$15,000.00.

F. Donation of Sick Time

Employees covered by this Agreement may donate sick leave time to any member covered under this agreement or to other County Employees in accordance with the COUNTY HUMAN RESOURCES MANUAL on donating sick time.

ARTICLE XI
BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days leave per incident with pay for the death of immediate family including father, mother, step father or mother, spouse / domestic partner or child / step child.

B. Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family: sister, brother, step sister or brother, sister or brother in law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. Immediate Family shall also include members of the spouse's "Immediate Family".

C. Employees shall be entitled to one (1) day of bereavement Leave per incident with pay for family members not defined above if the employee is scheduled to work.

D. Employees who request an extension of bereavement leave beyond the established number of days shall have extensions charged to accumulated unused vacation, sick and administrative leave. If an employee has exhausted all vacation / sick and administrative leave, extended bereavement leave shall be considered a leave of absence without pay.

E. Documentation for approved bereavement leave shall be provided no later than seven (7) working days from the date returned to work.

ARTICLE XII
OTHER BENEFITS

A. Workers Compensation

1. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all Correction Officers are considered to be on duty twenty-four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for one (1) year.

B. Other Leaves

1. In accordance with FMLA/NJFLA, Leaves of absence, without pay, for documented medical reasons, will be granted for periods of up to three (3) months upon written request of the employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three (3) months each, for a total of twelve (12) months.

2. In accordance with FMLA/NJFLA, Leaves of absence, without pay, for other than medical reasons, may be granted by the Employer for up to twelve (12) months in four (4) segments of up to three (3) months each. Included within such requests are leaves for the care of an infant who is less than sixty (60) days of age at the commencement of such leave.

3. All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer.

C. Pregnancy

Disability due to pregnancy shall be considered as any other disability in accordance with law. The employee shall not lose any seniority due to her leave.

D. Military Leave

Military leave of absence will be granted as required by statute.

E. Administrative Leave

Employees shall be allowed two (2) days off with pay annually for personal business that cannot be disposed of outside working hours, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on premium holidays. In the event of emergency situations when administrative leave is used with less than twenty-four (24) hours notice, Employee will be required to submit supporting documentation for the absence.

The Warden or his designee may at their discretion waive the twenty-four (24) hour notice requirement with sufficient documentation and if circumstances warrant. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XIII
MANAGEMENT RIGHTS

A. RIGHTS RESERVED

The Employer hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States including, but without limiting the generality of the forgoing, the following rights:

1. The executive management and administrative control of the county government and its properties, facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate, verifiable and efficient manner possible, for good and just cause, as may from time to time be determined by the Employer.
2. To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. To subcontract for any existing or future service as determined necessary by the Employer however, no New Jersey Department of Personnel/ Civil Service job classification or position shall be eliminated by such action.
4. The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the county after advance notice thereof to the employees and to require compliance by the employees is recognized. Any changes that adversely affect the terms and conditions of employment for members of this bargaining unit shall be properly negotiated with this bargaining unit prior to being implemented.
5. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees per existing Department of Personnel regulations.
6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

7. To layoff employees in the event of lack of work, funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons, however any reduction in position number that might impact the safety of staff, inmate population or the public at large, would require negotiation with the bargaining unit.

B. LIMITATIONS

In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

C. STATUTORY RIGHTS

Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S.40A, or any other national, state, county or local laws or regulations subject to the terms of this agreement.

ARTICLE XIV
LODGE RIGHTS

A. Information

The County shall make available to the FOP for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. Release Time

Whenever any representative of the FOP or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings which relate to FOP business with management or the County, he shall suffer no loss in pay nor be required to make up such time. It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the FOP.

C. Bulletin Boards

Four (4) bulletin boards (min. 4' x 6') shall be provided by the Employer for the exclusive use of the FOP. The locations for the boards shall be designated by the FOP, subject to the approval of the Warden.

D. Statutory Leaves

Representatives of the FOP shall be granted leave to attend all authorized conventions / Conferences / Mini Conferences as mandated by statute N.J.S.A. 40A-177.

E. Recognized Representative

The Employer will recognize and communicate with the FOP's designated representative for informational purposes pertaining to salary, benefits, or any other problems between employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. Lodge Leave

1. In addition to any leaves granted by statute, up to an aggregate total of twenty (20) days leave with pay per year shall be granted to representatives of the FOP to attend conferences, seminars and/or conventions which relate to FOP business and are not formally covered under NJ STATE STATUTE.

2. This includes preparation time for negotiations however, it does not include the negotiation time itself covered by N.J.S.A TITLE 34.

3. The aforementioned TWENTY (20) DAYS are the respective total in each year of this agreement for all representatives of the FOP. It is not a total for each representative. The EXECUTIVE BOARD OF THE FOP shall designate the representative(s) and shall provide the COUNTY with reasonable notice prior to Date(s) of such leave(s).

G. Computer / Telephone Use

The employer agrees to allow the FOP to use the COUNTY computer and phone system(s) for official business of the FOP and for communications between the FOP and the employer.

H. Business on County Property

Representatives of the FOP (PRESIDENT, VICE PRESIDENT, SECRETARY, LODGE TRUSTEE) who are acknowledged by the employer, may be permitted to transact FOP business on COUNTY property, in the case of an emergency or time sensitive issues, provided that this does not interfere with or interrupt normal COUNTY operations. It is understood that such business is not to be routinely discussed on COUNTY time, on COUNTY property.

I. FOP / Management Meetings

The employer or his / her designee agrees to sit down with the representatives of the FOP (PRESIDENT and / or his DESIGNEE(S)) and discuss any outstanding grievances, unfair labor practices, Policy and Procedure change recommendations, promotions within the department, and the manner and method of increasing the level of professionalism within the department, or anything affecting the work environment of the employee. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiations. These discussions shall take place to foster a better working relationship as well as work out any outstanding issues. These discussions shall take place on a quarterly basis or by request of either party if circumstances warrant such a meeting.

ARTICLE XV
RE-OPENER PROVISION

A. In the event of a substantial modification of job function of a class of employees, upon written request of the FOP, the contract will be re-opened on this issue only.

B. In the event a STATE STATUTE changes and directly affects this collective bargaining agreement (CBA) and the terms and conditions of employment changes, this CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI
DUES DEDUCTION

A. The Employer agrees to make payroll deduction of FOP dues when authorized to do so by the employee on the appropriate form. Union dues deduction shall be exclusive as to Lodge No. 97. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the FOP. The Employer shall remit the dues to address designated by the

FOP no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable possible), together with a list of employees from whose pay such deductions were made.

B. Save Harmless

The FOP shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the FOP which the Employer has remitted to the FOP and reliance by the Employer on any representations made by the FOP with respect to this Article. The Employer will give the FOP notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVII
REPRESENTATION FEE

A. Purpose of Fee

If an employee covered by the terms of this Agreement does not become a member of the FOP during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the FOP for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the FOP as majority representative.

B. Notification of Amount of Fee

1. Prior to the beginning of each membership year, the FOP will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the FOP to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the FOP and shall be up to 85% of that amount.

2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

C. Challenging Assessment Procedure

1. The FOP acknowledges and affirms that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the FOP pending final resolution.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the FOP will submit to the Employer a list of those employees who have not become members of the FOP for the then current membership year. The Employer will then deduct from the salaries of such employees (in accordance with paragraph #2 below) the full amount of the representation fee and will promptly transmit the amount so deducted to the FOP.

2. Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list; or
- b. thirty (30) days after the employee begins his employment in a

bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his employment with the Employer before the FOP has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP.

5. **Changes**

The FOP will notify the Employer in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. **New Employees**

On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the FOP a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. **Save Harmless**

The FOP shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the FOP which the Employer has remitted to the FOP and reliance by the Employer on any representations made by the FOP with respect to this Article. The Employer will give the FOP notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the Public Employment Relations Commission Appeal Board regulating agency fee deductions. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XVIII
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Correctional Facility is of paramount importance to the Citizens of the County and that there should be no interference with such operations.

B. The FOP covenants and agrees that during the term of this Agreement, neither the FOP nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper

performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Department of Correctional Services. The FOP agrees that such action would constitute a material breach of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

C. All employees covered by this agreement shall be expected to perform all duties as assigned by their supervisors. They shall include, but not be limited to, the specific functions and duties enumerated in their individual job description as set forth by the NJDOP and any other such functions, which may be assigned from time to time by their supervisors or through employee work rules, the GLOUCESTER COUNTY HUMAN RESOURCES MANUAL or DEPARTMENT OF CORRECTIONAL SERVICES POLICY AND PROCEDURE MANUAL.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XIX
WORKING CONDITIONS & SAFETY ITEMS

A. Transportation

1. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be of the same sex as the prisoner to be transported.
2. At no time shall any one (1) officer be required to transport more than three (3) prisoners.
 - a. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as road gang outside detail workers.
3. All official vehicles provided by the County for utilization of employees in the performance of their duties will be caged vehicles.
4. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.

B. Recruit Training Academy Schedule

New Employees who are required to attend a training Academy will follow the schedule of the Academy while enrolled at the Academy. Recruits attending the Academy will be ineligible for any overtime assignment (voluntary or involuntary) within the Department.

C. Scheduled Class Training

The employer shall provide training which is aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth, in addition to yearly recertification. Subject to the approval of the employer, each employees schedule shall be adjusted to accommodate such training. A training day for the purpose of this agreement shall be considered equivalent to ONE (1) work day (TO INCLUDE TRAVEL/MEAL TIME) for scheduled classes of FOUR (4) HOURS or more.

D. Bullet/Stab Resistant Vests

Employees will be issued a bullet/stab resistant combination vest. Bullet/stab resistant vests will be replaced according to manufacturer recommendations (EXPIRATION DATE) and shall be equivalent to the stopping power of department issue caliber. Vest carriers shall be replaced on an as needed basis by a purchase order / voucher system. Bullet/stab resistant vests are required to be worn while in uniform.

E. Ammunition and Targets

Employees who are required to qualify with a handgun, weapon will be furnished with not less than five (5) targets and three hundred (300) rounds of reload ammunition per year subject to manufacturer availability.

F. Riot Equipment

The Department will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

G. Inoculation / Screening

The employer shall make HEPATITIS INOCULATIONS, INFLUENZA INOCULATIONS inoculation available to all employees covered by this agreement each year, on a voluntary basis and without charge to the employee. The FOP shall provide to the employer a list of employees each year, who wish to participate in the above inoculation / screening. This is a voluntary participation by the employees and both eligibility restrictions and supply availability may apply. The screening, if requested, shall be done by the primary care physician of the employee or in the case of workers compensation that involve a screening, then that physician shall administer the screening.

H. Entrusted Funds

Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

I. Portable Radios

The Employer will continue to provide Employees with new or fully functional two-way Portable Radios, Microphone and home charger.

J. Working Environment

The employer shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment and shall continue to provide employees with and wearing apparel, tools, devices, or cleaning supplies reasonably necessary in order to ensure a reasonable safe and healthful place of employment as outlined in the THE COUNTY HUMAN RESOURCES MANUAL CHAPTER 8, SECTION 1. The proper use of this equipment is mandatory on the part of all employees and any employee who refuses to comply with a health and safety regulation shall be subject to discipline. Employees shall not be required to work under conditions which present an imminent hazard to health and safety not detailed as normal work performance as outlined in ARTICLE XVIII(C).

K. Health And Safety Committee

The FOP shall designate a representative to be a member of and attend all scheduled committee meetings to review occupational safety and health concerns or hazards affecting the employees, to discuss possible remedies or programs for such problems and to make recommendations concerning improvement or modification of conditions regarding health and safety. The Employer will schedule a meeting of the committee during working hours and the FOP representative shall suffer no loss of regular straight time pay to attend.

ARTICLE XX
EMPLOYEE RIGHTS

A. PERSONNEL INFORMATION

Employees covered by this agreement shall be entitled to inspect their personnel file upon request and by appointment.

1. Prior to the placing of any material in the employee's personnel file, which could have an adverse effect on an employee's employment status, the employee shall be given the opportunity to review such material. This material shall be filed and stored in a secure area with access only to authorized personnel. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within Ten (10) calendar days after he/she has reviewed the same, and his/her response shall be included in the employees personnel file. An Employee may, after reviewing their personnel file, place a statement of rebuttal or clarification in the file.

2. Disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the FOP agree that all personnel of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.

a. All disciplinary records on employees shall be kept in the confidential County Personnel Department. Every effort shall be made to keep any files made on an employee in a locked and secured facility. Each employee shall receive a copy of all documents critical of the employee or the employee's job performance and shall be required to sign such documents, which are to be placed in his/her personnel file.

b. The employee's signature shall not signify agreement with discipline, it shall acknowledge their awareness of the matter being addressed. The employee may at his/her option, submit a written response to such document, which shall be included with the document in the employee's file.

B. DISCIPLINE

Discipline of an employee shall be imposed only for just cause. The terms of this Article shall not apply to provisional employees or employees serving their working test period. Employees serving their working test period shall retain all rights under the Merit System Laws, Rules or Regulations.

Discipline under this Article is defined by N.J.A.C.4A:2-22, Gloucester County Human Resources Manual Chapter 7 Section 3, N.J.S.A.11A-20, N.J.S.A:10A:31-4 and N.J.S.A.40A:14-181. It is understood that demotions or discharges resulting in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature. The Employer may promulgate a memorandum of specific prohibited conduct which is subject to disciplinary action. Each act will contain a separate schedule of progressive sanctions intended to be corrective in nature.

1. **INVESTIGATIONS**

All internal investigations, administrative and/ or criminal and all minor/major disciplinary charges, shall comply with all relevant state statutes and policies, including but not limited to the Attorney General's Guidelines and any amendments of that Guideline, Title 11 and Title 40.

2. **CHARGES**

Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

3. **HEARINGS**

Any employee who has been charged shall be entitled to a hearing. Any employee who receives a preliminary notice of major disciplinary action pursuant to Civil Service Department of Personnel rules shall be allowed Five (5) days in which to request a departmental hearing. Such hearings shall be conducted within Thirty (30) days after service of charge, prior to the suspension, unless, in the judgment of the Employer or his/her designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing shall be conducted by a person outside the department to determine the validity of the charges and all such hearings shall be recorded. Prior to any departmental interview, the employee shall be afforded the opportunity for Association representation/legal counsel. At the employees' request, the interview may be delayed for a maximum of 30 days, until such representation/legal counsel is present.

4. **REPRESENTATION**

An employee is entitled to have Association appointed representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the "Law Enforcement Protection Act", "Weingarten", "Garrity" and "Loudermill". When an employee is not represented by the FOP, he / she MUST SIGN THE FOP LIABILITY WAIVER FORM. The FOP may have the right to be present and shall, be notified of the initial filing and the final outcome. Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation / hearing.

5. **APPEALS**

All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5) days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.

6 **MINOR DISCIPLINE**

For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.

7 **LIMITATIONS ON DRUG AND ALCOHOL TESTING**

Employees may be subject to drug and alcohol testing only as required and in accordance with the Attorney General's Guidelines and the Gloucester County Human Resources Manual Chapter 7, Section 6 and Chapter 5, Section 10. The Employer reserves the right to create an addendum to specifically deal with the Department of Corrections Personnel, provided it is in compliance with the Attorney General's Guidelines for testing.

C RE-EMPLOYMENT RIGHT

Permanent employees who sever employment relationship with the Employer shall have the right to their former position within Thirty (30) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than Thirty (30) days shall not receive credit for contractual benefits lost upon their resignation. The foregoing is in addition to any re-employment rights to which the employee may be entitled through New Jersey Civil Service Commission. If any paragraph conflicts with any New Jersey Department of Personnel procedures or Administrative Codes, the New Jersey Civil Service Department of Personnel procedure or Administrative Code shall govern and take precedence.

D. EVALUATIONS

Each employee covered by this agreement may be evaluated in writing at least once a year or as required by the Civil Service Department of Personnel rules and regulations or other such legal mandates. Performance evaluations will be conducted by the Employer or his/her designee as outlined in the Gloucester County Human Resources Manual Chapter 7, Section 1.

E. SENIORITY

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the FOP on behalf of an individual, within ten (10) calendar days of the posting.

The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary and mandatory overtime.

2. Seniority is defined as follows as for Correctional Officers: date of employment with the GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONAL SERVICES.

3. Any employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employer's criteria for qualification are met. The Employer's criteria for qualification includes the employee's entire personnel record. The Employer will post any criteria and when all bidders are equally qualified, seniority will be the primary consideration prior to selection. Once a shift assignment(s) or job position(s) is vacant, the employer has TEN (10) DAYS to post the vacancy. All vacancies in shift assignments and job positions will be posted for ten (10) days prior to selection. Employer will then post the name of the person filling the assignment(s) or position(s) within ten (10) days after the posting

time for the vacancy(ies) has expired. The assignment or position shall then be filled within Twenty (20) days of the selection. The individual filling said position must be able to physically fill said position in that twenty (20) day period (excluding Bereavement, vacation, or sick leave).

4. In the event any shift assignment or job position which may occur, that individual shall be given Ninety (90) days to demonstrate that he/she has the ability to perform the task. An employee shall be given reasonable opportunity to correct deficiencies prior to the end of the Ninety (90) day period which shall be documented, given, and reviewed with the employee in an evaluation.

F. LEGAL REPRESENTATION

Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer, said employee will be permitted to select an attorney of his/her choice as his/her representative, or may designate an attorney from a panel of attorneys selected by the office of County Counsel. Reasonable fees for such representation shall be paid by the Employer. In cases of disciplinary proceedings brought against the employee by the Employer, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the Employer, the Employer shall pay reasonable fees as determined by County Counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

G. MERIT SYSTEM EXAMINATIONS

Employees who are scheduled to take open competitive examinations for the position in which the Officer is provisional, or to take promotional examinations administered by the Department of Personnel of the State of New Jersey, for positions in County Corrections, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the Officer. Such privileges may not be abused.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. Health Hazards

Any employee required/requested to transport or be in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the employee. If a health hazard is not known until after an employee's contact, the Employer will notify the employee as soon as possible, and any required medical exams and/or treatment will be provided by the Employer at no cost to the employee and without loss of pay if during work hours.

B. Notification of Shift Change

Employees shall receive at least two (2) weeks notice of the proposed total shift change.

C. Non-Discrimination

There shall be no discrimination by the Employer or the FOP against any employee because of the employee's membership or non-membership in the FOP. Neither the Employer nor the FOP shall discriminate against any employee because of race, creed, color, age, sex, marital status or national origin. The employer shall comply with the mandatory provisions of relevant STATE AND FEDERAL laws prohibiting discrimination in the workplace.

D. K-9

Officers who are assigned a canine or other animal that was sponsored and trained by the Department, shall not be responsible for any monetary expenses related to the animal's care. The officer shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public's safety.

1. If canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

E. SOG

The Warden shall establish and promulgate the criteria for eligibility to appointment to the E.R.T/ SOG TEAM. All bargaining unit members shall be eligible to apply to be members of the E.R.T./SOG TEAM.

F. Home Electronic Detention (H.E.D. Unit)

The Warden shall establish and promulgate policy and procedures for the H.E.D. Unit.

G. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

H. The retroactive aspects of this Agreement, including salary and economic benefits shall be retroactive unless otherwise stated. All retroactive monies will be paid on or before the thirtieth (30th) day after ratification and approval of this agreement by the GCBOCF. All said monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXII
FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations including previous Arbitrations and Negotiated Settlements. During the term of this agreement neither party shall be required to negotiate with respect to any such matter covered by this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement. Therefore, the four corners of this Agreement prevail.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC.

C. This Agreement shall not be amended, modified nor supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIII
DURATION

A. This Agreement shall be effective January 1, 2012, and continue in effect through December 31, 2015, subject only to the FOP's rights to negotiate a successor Agreement.

B. Negotiation for a successor Agreement shall commence during the month of July, 2015 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

IN WITNESS WHEREOF, the Employer and the FOP have caused this Agreement to be executed below:

GLOUCESTER COUNTY LAW
ENFORCEMENT, LODGE 97, FOP

BOARD OF CHOSEN
FREEHOLDERS
COUNTY OF GLOUCESTER

BY: _____

BY: _____

BY: _____

BY: _____

DATE: _____

SCHEDULE "A"
SALARY GUIDE FOR EMPLOYEES WITHIN THE SALARY GUIDE ON 12-31-12

	<u>Jan 1st</u> 2012	<u>Oct 1st</u> 2013	<u>Oct 1st</u> 2014	<u>Oct 1st</u> 2015
Step 4	\$49,571.			
<u>Step 5</u>	<u>\$54,312.</u>	\$60,665.		
Step 6		<u>\$63,705.</u>	\$71,579.	
Step 7			<u>\$73,098.</u>	\$82,492.
Step 8				<u>\$82,492.</u>

For Officers currently in the steps, all movement on steps begins October 1, 2013 and continues October 01, 2014 & 2015, until maximum salary is reached by all current employees on October 1st, 2015.

Hourly rates for Officers in the salary guide prior to 01-01-2013 will be calculated by dividing base salary by 2080 hours worked per year, until October 01, 2013.

After October 1st 2013, when the officers advance to the next salary step, and for the remainder of this agreement, the hourly rate will be calculated by dividing base salary by 2184 hours worked per year.

Hourly rates for Officers at maximum salary prior to 01-01-2013 will be calculated by dividing base salary by 2184 hours worked per year.

SCHEDULE "A" CONTINUED
SALARY GUIDE FOR EMPLOYEES AT MAXIMUM SALARY STEP AS OF 12-31-2012

Step 6 @ longevity %	Maximum Salaried 12-31-2012 Employees Only				
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Step 6 @ (0%)	\$71,430.	\$72,680.	\$79,679.	\$81,073.	\$82,492.
Step 6 @ (2%)	\$72,859.	\$74,134.	\$81,273.	\$82,694.	\$84,142.
Step 6 @ (4%)	\$74,287.	\$75,587.	\$82,866.	\$84,316.	\$85,792.
Step 6 @ (6%)	\$75,716.	\$77,041.	\$84,460.	\$85,937.	\$87,442.
Step 6 @ (8%)	\$77,144.	\$78,494.	\$86,053.	\$87,559.	\$89,091.

All current employees shall continue to receive longevity at the percentage longevity they received in 2012. Such employees will not receive any additional percentage increases in longevity in future years.

Eight (8) hour position employees' schedule changes to 2184 hours/year effective April 07, 2013 at which time the 2013 salary would be adjusted accordingly. The salary amount identified in the salary schedule is for 2184 hours worked per year at straight time. Therefore, until these employees' schedules are adjusted, their salaries are 3.75% less than shown on the salary schedule. Once these employees are working a 42 hour workweek, 84 hour per two week pay period, with a total of 2184 annual hours, their salaries will be commensurate with their 12-hour shift counterparts.

SCHEDULE "B"
SALARY GUIDE FOR EMPLOYEES HIRED ON OR AFTER 01-01-2013

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Step 1	\$40,000.	\$40,700.	\$41,412.
Step 2	\$43,607.	\$44,370.	\$45,147.
Step 3	\$47,214.	\$48,040.	\$48,881.
Step 4	\$50,821.	\$51,710.	\$52,615.
Step 5	\$54,428.	\$55,380.	\$56,350.
Step 6	\$58,035.	\$59,051.	\$60,084.
Step 7	\$61,642.	\$62,721.	\$63,818.
Step 8	\$65,249.	\$66,391.	\$67,553.
Step 9	\$68,856.	\$70,061.	\$71,287.
Step 10	\$72,463.	\$73,731.	\$75,021.
Step 11	\$76,070.	\$77,401.	\$78,756.
Step 12	\$79,679.	\$81,073.	\$82,492.

- Employees hired on or after January 01, 2013 shall no longer be eligible for longevity benefits.
- All steps shall be payable for one (one) year.
- Where applicable, Officers hired on or before June 30 of a given year shall progress one (1) step each January 01 until the employee reaches the maximum pay step on his salary schedule. Employees hired on or after July 01 of a given year shall advance to step two the second January 01, then every January 01 thereafter until the employee reaches the maximum pay step on his salary schedule.

APPENDIX "A"
UNIFORM ACQUISITION AND MAINTENANCE

Initial Issue for All Correction Officers:

3 Class B Pants
3 Class B Short Sleeve Shirts
1 Class A long-sleeve shirt*
1 Class A pair pants
1 Tie
2 Badges
Nameplate
1 All purpose jacket w/liner & 1 sweater
1 ID Wallet
1 Garrison Belt
1 Pair of Shoes (replacements on shoes every other year)

* Flags and Service Stars should be supplied and sewn on each shirt

Additional Issue FOR ALL EMPLOYEES WHO CARRY A FIREARM

1 holster
1 Sam Browne "type" belt
1 Double Ammo Pouch
1 Pair handcuffs w/ case and keys
Belt Keepers as necessary

Recruits

Khakis (issued prior to Academy)
Appropriate issue for Academy

The Warden, at his / her discretion, may change the uniform(s).

APPENDIX "C"

DENTAL

DENTAL:

The dental plan programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of thirty-one (\$31.00) dollars toward the monthly premium regardless of the plan.

The following is based on the 2011 existing costs to the County of Gloucester and the Employees who wish to participate. These following costs to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

One party is single coverage

Two parties is husband and wife or parent and child

Three parties is family or parent and children

For contract years 2012, 2013, 2014 and 2015, an Addendum to Appendix "C", showing each years rates and costs, shall be provided upon request.

MEMORANDUM OF AGREEMENT

The Gloucester County negotiations committee and the Gloucester County Law Enforcement Lodge #97 negotiations committee agree to recommend for ratification and approval, the following modifications to the 2005-2008 CBA:

1. **DURATION:** January 1, 2012 to December 31, 2015.
2. **SALARY/SALARY SCHEDULE:**
 - (a) Effective January 1, 2013, all new hires will be hired pursuant to a new salary schedule, Schedule A-1, which is attached. The new salary schedule shall include twelve (12) steps to maximum salary. All steps shall be one-year steps. The new Step 1 shall be \$40,000. All other steps shall be equalized between Step 1 and Step 12 which in 2013 is \$79,679.
 - (b) Effective January 1, 2012, the 2011 maximum salary of \$71,430 shall be increased by 1.75%; to be followed by an additional 1.75% effective January 1, 2013; to be followed by an additional 1.75% effective January 1, 2014; to be followed by an additional 1.75% effective January 1, 2015. This is applicable to the 66 employees at maximum in 2012.
 - (c) The seventeen (17) employees on Step 4 (\$49,571) in 2012 and the ten (10) employees on Step 5 (\$54,312) in 2012 shall reach maximum salary on October 1, 2015. This will be achieved by receiving deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015. The three deferred salary increases for the seventeen (17) employees on Step 4 in 2012 that are effective October 1, 2013, October 1, 2014 and October 1, 2015 shall be equal to one-third of the difference between \$49,571 and the 2015 maximum salary. The three deferred salary increases for the ten (10) employees on Step 5 in 2012 that are effective October 1, 2013, October 1, 2014 and October 1, 2015 shall be equal to one-third of the difference between \$54,312 and the 2015 maximum salary.
3. **LONGEVITY:**
 - (a) Effective January 1, 2013, all new hires will no longer be eligible for longevity benefits.
 - (b) All current employees shall continue to receive longevity at the percentage longevity received in 2012. Such employees will not receive any additional percentage increases in longevity in future years.
4. **HOLIDAYS:**
 - (a) Effective January 1, 2013, Paragraph D in Article VII, Holidays, providing for the payment of fourteen (14) holidays, as a lump sum for the year in a separate check, shall be deleted from the collective negotiations agreement.

- (b) Effective January 1, 2013, the value of ten (10) holidays shall be rolled into base salary and added to the maximum step on the 2013 salary schedule. This is equivalent to 3.85% of base salary (80 hours ÷ 2080 hours). The elimination of the value for the four (4) other holidays takes into account the County's additional costs, such as pension contributions.

5. **BONUSES & SHIFT DIFFERENTIAL:**

- (a) Effective January 1, 2013, contract language providing for Shift Differential; Physical Fitness Bonus; Education Bonus; Sick Leave Redemption; and Individual Attendance Bonus shall be deleted from the collective negotiations agreement. It is understood that the Individual Attendance Bonus shall be paid out in 2013 for all employees that satisfied the requirements of Schedule B (3) for calendar year 2012.

6. **ADDITIONAL REGULAR PAY:**

- (a) The additional regular pay of 104 hours shall cease effective January 1, 2013. In consideration of this agreement, the maximum step on the salary schedule shall be increased by the value of seventy-eight (78) hours. This is equivalent to 3.75% of base salary (78 hours ÷ 2080 hours). The elimination of the value for the twenty-six (26) hours takes into account the County's additional costs, such as pension contributions.

- 7. All proposals not included in this MOA shall be deemed withdrawn. The FOP shall continue direct negotiations with the Warden on any open operational issues.

- 8. PERC Mediator, Robert Glasson, shall retain jurisdiction pending final ratification and approval of the terms of the MOA.

FOR THE COUNTY

FOR FOP LODGE #97

DATE:

Schedule A

SALARIES

(Applicable to Officers hired before January 1, 2013)

Effective	<u>2012</u> (1-1-12)	<u>2013</u> (1-1-13)	<u>2014</u> (1-1-14)	<u>2015</u> (1-1-15)
Step 1	35,347	35,347	35,347	35,347
Step 2	40,089	40,089	40,089	40,089
Step 3	46,795	46,795	46,795	46,795
Step 4	49,751*	49,751	49,751	49,751
Step 5	54,312 **	54,312	54,312	54,312
Step 6	72,680	79,679***	81,073	82,492

* The three deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015, shall be equal to one-third of the difference between \$49,571 and the 2015 maximum salary for the seventeen (17) employees on Step 4 in 2012.

** The three deferred salary increases effective October 1, 2013, October 1, 2014 and October 1, 2015, shall be equal to one-third of the difference between \$54,312 and the 2015 maximum salary for the ten (10) employees on Step 5 in 2012.

*** The \$79,679 maximum salary in 2013 includes a 1.75% salary increase, the roll-in of ten (10) holidays and the roll-in of seventy-eight (78) hours of "Additional Regular Pay."

Schedule A-1

SALARIES

(Applicable to Officers hired on or after January 1, 2013)

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Step 1	40,000	40,700	41,412
Step 2	43,607	44,370	45,147
Step 3	47,214	48,040	48,881
Step 4	50,821	51,710	52,615
Step 5	54,428	55,380	56,350
Step 6	58,035	59,051	60,084
Step 7	61,642	62,721	63,818
Step 8	65,249	66,391	67,553
Step 9	68,856	70,061	71,287
Step 10	72,463	73,731	75,021
Step 11	76,070	77,401	78,756
Step 12	79,679	81,073	82,492

A9

**RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS
FROM THE TEMPORARY BUDGET**

WHEREAS, after review, it has been determined that certain items must be canceled from the County's temporary budget; and

WHEREAS, the Treasurer has recommended the passage of a Resolution to formally cancel certain items contained in the Temporary Budget as follows:

Utilities	
Telephone	\$ 130,000.00
County Debt Service	
Principal on Other Bonds	\$1,500,000.00

WHEREAS, said action has been reviewed and approved by the County Administrator, and the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the certain items contained in the Temporary Budget as stated above shall be canceled.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A10

RESOLUTION RESCINDING RESOLUTION FOR SHARED SERVICES FOR THE HOUSING OF GLOUCESTER COUNTY ADULT MALE INMATES WITH CUMBERLAND AND SALEM COUNTIES

WHEREAS, on March 13, 2013 the Board of Chosen Freeholders of the County of Gloucester approved Resolution No. 47396 authorizing Shared Service Agreements with Cumberland and Salem County for the provision of adult male inmate housing; and

WHEREAS, the Board has determined that it would be in the best interest of the County of Gloucester to rescind Resolution No. 47396.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Resolution No. 47396 is hereby rescinded in its entirety.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE EXECUTION OF DIRECT CONTRACTS WITH THE COUNTIES OF CUMBERLAND, SALEM, AND BURLINGTON AT \$100.00 PER DAY AND ESSEX AT \$108.00 PER DAY FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM JUNE 1, 2013 TO MAY 31, 2015

WHEREAS, since 2008 the County of Gloucester has studied the Regionalization of Correction Services as a means to reduce the cost of providing this essential service and implemented regionalization initiatives that resulted in the housing of juveniles and females in other county facilities, resulting in an annual cost savings of an estimated \$3.9 million; and

WHEREAS, the County of Gloucester has now determined that the housing of male inmates can be more efficiently and effectively provided by entering into contracts with counties whose correction facilities can provide this service at a significantly lower cost than the Gloucester County Corrections Facility; and

WHEREAS, Cumberland County operates the Cumberland County Correctional Facility, located at 54 West Broad Street, Bridgeton, NJ (the "CCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, Salem County operates the Salem County Correctional Facility, located at 125 Cemetery Road, Woodstown, NJ (the "SCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, Burlington County operates the Burlington County Correctional Facility, located at 54 Grant Street, Mount Holly, NJ (the "BCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, Essex County operates the Essex County Correctional Facility, located at 354 Doremus Avenue, Newark, NJ (the "ECCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, the County of Cumberland has sufficient capacity in the CCCF to make available a minimum of 100 spaces to a maximum of 350 spaces for the housing of Gloucester County adult inmates; and

WHEREAS, the County of Salem has sufficient capacity in the SCCF to make available a minimum of 125 spaces for male inmates and 35 spaces for female inmates to a maximum up to 250 spaces for the housing of Gloucester County adult inmates; and

WHEREAS, the County of Burlington has sufficient capacity in the BCCF to make available up to 75 spaces for the housing of Gloucester County adult inmates; and

WHEREAS, the County of Essex has sufficient capacity in the ECCF to make available as many spaces as needed by the County of Gloucester, and is interested in housing inmates whose incarceration is likely to be of long duration. In addition, the County of Essex facility offers on-site medical and dental clinics capable of providing specialized medical services not available in area correction facilities; and

WHEREAS, the County of Gloucester and the County of Cumberland, the County of Gloucester and the County of Salem, the County of Gloucester and the County of Burlington and the County of Gloucester and the County of Essex have agreed to the terms regarding the housing of adult inmates under the terms of the Direct Contracts attached hereto as Exhibits A, B, C and D; and

WHEREAS, no Certificate of Availability of Funds is required as no liability is incurred during the temporary budget period. Immediately after final budget adoption, the Treasurer shall prepare a Certificate of Availability of Funds for the balance and file said Certificate with this original Resolution; and

WHEREAS, the Counties are authorized to enter into this Agreement pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution article IV § 7 ¶ 11.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Direct Contract between the County of Gloucester and the County of Cumberland for housing of Gloucester County adult inmates in the County of Cumberland for the period commencing June 1, 2013 to May 31, 2015, at a rate of \$100.00 per day per inmate with a minimum of 100 for a minimum contract amount of \$3,650,000.00 per year and a maximum inmates of 350 contract amount of \$12,775,000.00 per year; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute a Direct Contract between the County of Gloucester and the County of Salem for housing of Gloucester County adult inmates in the County of Salem for the period commencing June 1, 2013 to May 31, 2015, at a rate of \$100.00 per day per inmate with a minimum of 125 male and 35 female inmates for a minimum contract amount of \$5,840,000.00 per year and a maximum inmates of 250 contract amount of \$9,125,000.00 per year; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute a Direct Contract between the County of Gloucester and the County of Burlington for the housing of Gloucester County adult inmates in the County of Burlington for the period commencing June 1, 2013 to May 31, 2015, at a rate of \$100.00 per day with no minimum and a maximum of 75 for a maximum contract amount of \$2,737,500.00 per year; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute a Direct Contract between the County of Gloucester and the County of Essex for the housing of Gloucester County adult inmates in the County of Essex for the period commencing June 1, 2013 to May 31, 2015, at a rate of \$108.00 per day per inmate with a minimum of \$0.00 and a maximum of 75 inmates for a maximum contract amount of \$2,956,500.00 per year; and

BE IT RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Direct Contracts authorized by this Resolution, provided that the Direct Contracts in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

All
revised

CONTRACT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CUMBERLAND, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES

Matthew P. Lyons,
Gloucester County Counsel

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CONTRACT

THIS CONTRACT ("Contract"), dated this 1st day of June, 2013, by and between the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Cumberland County is a body politic and corporate of the State of New Jersey with main offices located at 790 East Commerce Street, Bridgeton, New Jersey 08302; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult inmates detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Cumberland County Jail has the capacity to house the adult inmate populations that both Gloucester County and Cumberland County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's adult inmates in the Cumberland County Jail will result in a more economical operation of the Cumberland County Jail and significant annual cost savings to Gloucester County; and
6. Gloucester County will continue to operate the Gloucester County Department of Corrections.
7. Cumberland County will continue to operate the Cumberland County Department of Corrections.
8. This contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution article IV § 7 ¶ 11.

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

CONTRACT

- A. This Contract supersedes any other current inmate housing contract.

B. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Contract, Gloucester County shall transport to the Cumberland County Jail and Cumberland County shall accept from Gloucester County, Gloucester County's adult inmates for housing at the Cumberland County Jail, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Cumberland County shall make available a minimum of 100 spaces to a maximum of 350 spaces at all times. The parties agree that Gloucester County will send adult inmates as the need to house such inmates dictates, and is not required by this Contract to provide any particular number of adult inmates at any given time.

C. DURATION OF CONTRACT.

This Contract shall be effective from June 1, 2013 and shall terminate May 31, 2015. Either party may terminate this Contract for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Cumberland County: 790 East Commerce Street, Bridgeton, NJ 08302. The County shall have the option of extending this Contract for one (1) two (2) year term.

D. FEES.

Gloucester County shall pay to Cumberland County a per diem fee for each housed adult inmates in the amount of One Hundred (\$100.00) Dollars per day for a minimum contract amount of \$3,650,000.00 per year and a maximum contract amount of \$12,775,000.00 per year. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates but shall be responsible to pay an annual amount to Cumberland County of no less than \$3,650,000.00. Cumberland County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Cumberland County pursuant to this Contract. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Cumberland County." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County.

In year one (1) of this Contract, the per diem fee for adult inmates shall be increased on the anniversary date of the commencement of this Contract by two (2) percent, the same percentage as the budget cap index. If the Contract is extended there shall be an increase of 2% at the commencement of the third year and an increase of 2% at the commencement of the fourth year.

E. MEDICAL TREATMENT.

Cumberland County shall cause to be provided to Gloucester County adult inmates all

ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Cumberland County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers. All ordinary, routine, non-hospital, non-emergency care or treatment provided by Cumberland County to Gloucester County adult inmates shall be paid for by Cumberland County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Cumberland County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Cumberland County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Cumberland County shall cause the service to be rendered by hospitals and medical providers as determined by Gloucester County.

In the event that the treatment required is non-emergent in nature, Cumberland County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Cumberland County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Cumberland County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

F. SERVICES.

Cumberland County will provide to all Gloucester County adult inmates all services that may be required by Federal and State law, and which Cumberland County provides to its adult inmates detained in the Cumberland County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all arrestees to Cumberland County Jail. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult inmates to and from Cumberland County Jail. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Cumberland County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult inmate at the hospital or other destination within four (4) hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time –and –one-half the salaries of the Cumberland County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

Gloucester County shall provide transportation back to Gloucester County to all individuals released from custody and insure for any parole or probation processing required.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Cumberland County Jail in accordance with its rules and regulations governing visitation of adult inmates.

I. INMATE COURT. Gloucester County shall provide a judge and be responsible for all costs associated with said judge to provide hearings for inmates in Salem County Correctional Facility and Cumberland County Correctional Facility facing municipal charges. Cumberland County and Salem County shall make every effort to provide video access to the judge in order to conduct such hearings.

J. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Contract.

Neither Gloucester County nor Cumberland County intends by this Contract to create any agency relationship other than that which may be specifically required by the Contract for the limited purpose of the providing of services by Cumberland County pursuant to this Contract.

K. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Cumberland County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Contract.

Cumberland County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Cumberland County's intentional or negligent acts or omissions in connection with this Contract.

L. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Cumberland agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Contract. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

M. INSURANCE.

At all times during the term of this Contract, Cumberland shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Cumberland County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

N. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

O. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

P. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Contract shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Cumberland or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Cumberland or Gloucester nor any official executing this Contract shall be liable personally on this Contract by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Contract.

Q. MISCELLANEOUS.

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

R. EFFECTIVE DATE. This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CUMBERLAND

KEN MECOUCH, ADMINISTRATOR/

WILLIAM WHELAN, DIRECTOR

All
revised



CONTRACT

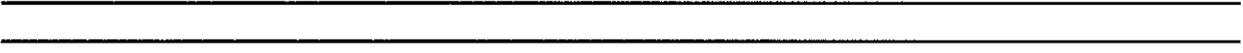
by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES



Matthew P. Lyons,
Gloucester County Counsel

Michael M. Mulligan,
Salem County Counsel

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CONTRACT

THIS CONTRACT ("Contract"), dated this 1st day of June, 2013, by and between the County of Salem, a body politic and corporate of the State of New Jersey ("Salem County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Salem County is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem, New Jersey 08079; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult male and female inmates detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Salem County Correctional Facility has the capacity to house the adult male and female inmate populations that both Gloucester County and Salem County require, and is capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's adult inmates in the Salem County Correctional Facility will result in a more economical operation of the Salem County Correctional Facility and significant annual cost savings to Gloucester County; and
6. Gloucester County will continue to operate the Gloucester County Department of Corrections.
7. Salem County will continue to operate the Salem County Correctional Facility.
8. This contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2).

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

CONTRACT

- A. This Contract supersedes any other current inmate housing contract.

B. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Contract, Gloucester County shall transport to the Salem County Correctional Facility and Salem County shall accept from Gloucester County, Gloucester County's adult male and female inmates for housing at the Salem County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Salem County shall make available a minimum of one hundred and twenty-five (125) beds for male inmates, and thirty-five (35) beds for female inmates to a maximum of 250 beds total.

The parties agree that Gloucester County will send to Salem County adult inmates as the need to house such inmates dictates, and is not required by this Contract to provide any particular number of adult inmates at any given time. Gloucester County shall endeavor to send to Salem County all its inmates that have been sentenced to a custodial term by a court of competent jurisdiction in Gloucester County.

C. DURATION OF CONTRACT.

This Contract shall be effective from June 1, 2013 and shall terminate May 31, 2015. Either party may terminate this Contract for any reason by providing one (1) year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Salem County: 94 Market Street, Salem, New Jersey 08079. The County shall have the option of extending this Contract for one (1) two (2) year term.

D. FEES.

Gloucester County shall pay to Salem County a per diem fee for each housed adult male and female inmates in the amount of One Hundred (\$100.00) Dollars per day.

The minimum contract amount of this Contract is \$5,840,000.00 per year and a maximum contract amount of \$9,125,000.00.

Salem County will submit a Billing Report to Gloucester County each month for the housing fees, plus any reimbursable expenses incurred by Salem County pursuant to this Contract. The Gloucester County adult inmates will be listed individually with their length of stay on the Billing Report generated by Salem County for said purpose. Gloucester County will place a voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, County of Salem." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County and subsequent appropriations each year for the term of the contract.

In year one (1) of this Contract, the per diem fee for male inmates shall be increased on the anniversary date of the commencement of this Contract by two (2) percent, the same

percentage as the budget cap index.

E. MEDICAL TREATMENT.

Salem County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Gloucester County adult inmates shall be subject to same Inmate Medical Co-Payment as Salem County inmates.

Salem County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Salem County to Gloucester County adult inmates shall be paid for by Salem County and shall not be charged to Gloucester County. All off-site emergency, hospital and extraordinary or non-routine medical care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Salem County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Salem County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Where medically reasonable and unless emergency conditions dictate otherwise, Salem County shall cause the service to be rendered by hospitals and medical providers as determined by Gloucester County.

In the event that the treatment required is non-emergent in nature, Salem County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

Salem County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Salem County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

F. ADMISSION AND PROCESSING.

Salem County will admit and process all Gloucester County arrestees transported to their facility.

G. SERVICES.

Salem County will provide to all Gloucester County adult inmates all services that may be required by Federal and State law, and which Salem County provides to its adult inmates

detained in the Salem County Correctional Facility.

H. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all arrestees to Salem County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult male inmates to and from Salem County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation, including, but not limited to, return to Gloucester County upon discharge or release. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Salem County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult male inmate at the hospital or other destination within four (4) hours of the inmate's arrival at such destination. Should Gloucester County Department of Corrections' assumption of such oversight and control take place after four (4) hours, Gloucester County agrees to pay double-time and one-half the salaries of the Salem County personnel who were required to remain on the scene after such four (4) hour period for the time period from four (4) hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

I. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Salem County Correctional Facility in accordance with its rules and regulations governing visitation of adult male inmates.

J. INMATE COURT.

Gloucester County shall provide a judge and be responsible for all costs associated with said judge to provide hearings for inmates in Salem County Correctional Facility facing municipal charges. Salem County shall make every effort to provide video access to the judge in order to conduct such hearings.

K. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Contract.

Neither Gloucester County nor Salem County intends by this Contract to create any agency relationship other than that which may be specifically required by the Contract for the limited purpose of the providing of services by Salem County pursuant to this Contract.

L. INDEMNIFICATION; DEFENSE AND CONSEQUENTIAL LOSS.

Gloucester County shall provide a defense to and indemnify Salem County for any action or remedy against Salem County which challenges the legal basis on which this agreement is entered into. Gloucester County shall be obligated to pay all costs and fees associated with the defense of such matters. Gloucester County shall accept a demand for defense from Salem County and tender same as quickly as practicable. Salem County reserves all rights. Gloucester County shall further indemnify Salem County for all consequential loss concerning equitable and monetary damages claims brought by or on behalf of employees or their representative bodies in any action at law, equity or based upon any administrative code provision.

Concerning the operations activities contemplated by this agreement, Gloucester County shall defend, indemnify and hold harmless Salem County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Contract.

Concerning the operations activities contemplated by this agreement, Salem County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Salem County's intentional or negligent acts or omissions in connection with this Contract.

M. COMPLIANCE WITH LAWS AND REGULATIONS; CANCELLATION RIGHT.

Gloucester County and Salem County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Contract. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission and cancel the agreement by forwarding formal written notice to the other party. Salem County specifically intends to exercise its rescission right by cancelling this agreement in the event a court or an administrative agency orders or mandates that displaced Gloucester County employees with seniority or other Merit System rights or entitlement are permitted to exercise "bumping rights" or otherwise may act to displace any present Salem County Corrections Department employee.

N. INSURANCE.

At all times during the term of this Contract, Salem shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Salem County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

O. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

P. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

Q. NO PERSONAL LIABILITY.

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

R. MISCELLANEOUS.

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

2. **Severability.** In the event that any provision of this Contract shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 3. **Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 4. **Entire Contract.** This Contract sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 5. **Further Assurances and Corrective Instruments.** Salem County and Gloucester County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 6. **Headings.** The Article and Section headings in this Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
 7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Contract.
 8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- S. **EFFECTIVE DATE.** This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract. However, to assist in the assimilation of the new inmates into the Salem County Corrections Facility, Gloucester County shall periodically transfer into the Facility inmate groups not to exceed ten (10) inmates at a time. A payment obligation is acknowledged to exist between Gloucester County and Salem County according to the terms of this Contract shall occur for the housing of inmates transferred in advance of the commencement date of June 1, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

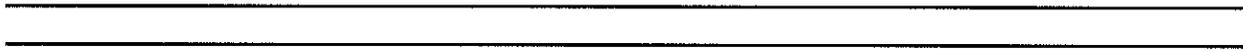
ATTEST:

COUNTY OF SALEM

**EVERN D. FORD,
COUNTY ADMINISTRATOR**

JULIE A. ACTON, DIRECTOR

All
revised



CONTRACT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF BURLINGTON, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES



Matthew P. Lyons,
Gloucester County Counsel

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CONTRACT

THIS CONTRACT ("Contract"), dated this 1st day of June, 2013, by and between the County of Burlington, a body politic and corporate of the State of New Jersey ("Burlington County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Burlington County is a body politic and corporate of the State of New Jersey with main offices located at 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Burlington County Correctional Facility has the capacity to house the sentenced adult inmate populations that both Gloucester County and Burlington County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's sentenced adult inmates in the Burlington County Correctional Facility will result in a more economical operation of the Burlington County Correctional Facility and significant annual cost savings to Gloucester County; and
6. This Contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2).

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

CONTRACT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Contract, Gloucester County shall transport to the Burlington County Correctional Facility and Burlington County shall accept from Gloucester County, Gloucester County's sentenced adult inmates for housing at the Burlington County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of

New Jersey county jails. Burlington County is required to accept minimum security inmates. All inmates must be classified before being transported to Burlington County. Burlington County shall, conditioned on availability of capacity, make up to 75 spaces at all times for sentenced adult inmates. The parties agree that Gloucester County will send adult inmates as the need to house such inmates dictates, and is not required by this Contract to provide any minimum number of adult inmates at any given time.

B. DURATION OF CONTRACT.

This Contract shall be effective from June 1, 2013 and shall terminate May 31, 2015 with the option for the parties to enter into one, two year extension of the Agreement by mutual consent. Either party may terminate this Contract for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Burlington County: 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060.

C. FEES.

Gloucester County shall pay to Burlington County a per diem fee for each housed adult in the amount of One Hundred (\$100.00) Dollars per day for a minimum contract amount of zero and a maximum contract amount of \$2,737,500.00. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates at any time. Burlington County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Burlington County pursuant to this Contract. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Burlington County." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County. This per diem rate shall increase two percent (2%), the budget cap index, per year on the anniversary of the date of commencement of this Contract.

D. MEDICAL TREATMENT.

Burlington County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Burlington County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Burlington County to Gloucester County adult inmates shall be paid for by Burlington County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Burlington County shall take whatever steps are necessary to facilitate

timely notice and billing to Gloucester County's medical insurance provider or at its discretion, Gloucester County may elect to participate fully in Burlington County's inmate medical program and shall be billed accordingly for any emergency off-site and hospital care.

Burlington County is currently evaluating a capitated rate (cost per inmate) cost structure for its inmate healthcare. Under such a structure, the capitated rate may include certain off-site emergency and hospital care. In the event that Burlington County transitions to a capitated rate cost structure during the contract period, Gloucester County would only be responsible for a prorated portion of this capitated rate applicable to off-site inmate healthcare.

Burlington County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Burlington County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Burlington County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING.

Salem County will admit and process all Gloucester County arrestees. Burlington County will not have to admit and process Gloucester County inmates.

F. SERVICES.

Burlington County will provide to all Gloucester County sentenced adult inmates all services that may be required by Federal and State law, and which Burlington County provides to its adult inmates detained in the Burlington County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department or Corrections Department shall be responsible for transporting all arrestees to Burlington County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult inmates to and from the Burlington County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Burlington County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of

the adult inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time --and --one-half the salaries of the Burlington County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Burlington County Correctional Facility in accordance with its rules and regulations governing visitation of adult inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Contract.

Neither Gloucester County nor Burlington County intends by this Contract to create any agency relationship other than that which may be specifically required by the Contract for the limited purpose of the providing of services by Burlington County pursuant to this Contract.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Burlington County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Contract.

Burlington County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Burlington County's intentional or negligent acts or omissions in connection with this Contract.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Burlington agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Contract. If a court of competent jurisdiction finds that any legal

requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

L. INSURANCE.

At all times during the term of this Contract, Burlington shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Burlington County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Contract shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Burlington or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Burlington or Gloucester nor any official executing this Contract shall be liable personally on this Contract by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Contract.

P. MISCELLANEOUS.

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

2. **Severability.** In the event that any provision of this Contract shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Contract.** This Contract sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** Burlington and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Contract.
8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

Q. EFFECTIVE DATE. This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF BURLINGTON

**PAUL DRAYTON, JR., ADMINISTRATOR/
CLERK**

JOSEPH DONNELLY, DIRECTOR

CONTRACT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF ESSEX, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES

Matthew P. Lyons,
Gloucester County Counsel

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CONTRACT

THIS CONTRACT ("Contract"), dated this 1st day of June, 2013, by and between the County of Essex, a body politic and corporate of the State of New Jersey ("Essex County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Essex County is a body politic and corporate of the State of New Jersey with main offices located at 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult inmates detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Essex County Correctional Facility has the capacity to house the adult inmate populations that both Gloucester County and Essex County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's adult inmates in the Essex County Correctional Facility will result in a more economical operation of the Essex County Correctional Facility and significant annual cost savings to Gloucester County; and
6. This Contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution article IV § 7 ¶ 11.

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

CONTRACT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Contract, Gloucester County shall transport to the Essex County Correctional Facility and Essex County shall accept from Gloucester County, Gloucester County's sentenced adult inmates and individuals with bail of \$100,000.00 or greater for housing at the Essex County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and

operation of New Jersey county jails. Essex County shall accept up to 75 sentenced adult inmates or individuals with bail of \$100,000.00 or more. The parties agree that Gloucester County will send adult inmates as the need to house such inmates dictates, and is not required by this Contract to provide any minimum number of adult inmates at any given time.

B. DURATION OF CONTRACT.

This Contract shall be effective from June 1, 2013 and shall terminate May 31, 2015. Either party may terminate this Contract for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Essex County: 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102. The County shall have the option of extending this Contract for one (1) two (2) year term.

C. FEES.

Gloucester County shall pay to Essex County a per diem fee for each housed adult in the amount of One Hundred and eight (\$108.00) Dollars per day for a minimum contract amount of zero and a maximum contract amount of \$2,956,500.00. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates at any time. Essex County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Essex County pursuant to this Contract. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Essex County." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County.

D. MEDICAL TREATMENT.

Essex County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Essex County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Essex County to Gloucester County adult inmates shall be paid for by Essex County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Essex County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Essex County shall pay for all over-the-counter medications only. All prescription drugs

shall be directly paid for by Gloucester County.

Essex County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Essex County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING.

Essex County shall admit and process all adult inmates transported to their facility.

F. SERVICES.

Essex County will provide to all Gloucester County adult inmates all services that may be required by Federal and State law, and which Essex County provides to its adult inmates detained in the Essex County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all arrestees to Essex County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult inmates to and from Essex County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation, including, but not limited to, return to Gloucester County upon discharge or release. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Essex County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time –and –one-half the salaries of the Essex County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Essex County Correctional Facility in accordance with its rules and regulations governing visitation of adult inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Contract.

Neither Gloucester County nor Essex County intends by this Contract to create any agency relationship other than that which may be specifically required by the Contract for the limited purpose of the providing of services by Essex County pursuant to this Contract.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Essex County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Contract.

Essex County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Essex County's intentional or negligent acts or omissions in connection with this Contract.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Essex agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Contract. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

L. INSURANCE.

At all times during the term of this Contract, Essex shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester

County be named as an additional insured. Essex County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Contract shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Essex or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Essex or Gloucester nor any official executing this Contract shall be liable personally on this Contract by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Contract.

P. MISCELLANEOUS.

1. **Amendment.** This Contract may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Contract shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Contract.** This Contract sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject

matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

5. **Further Assurances and Corrective Instruments.** Essex and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Contract.
8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

Q. EFFECTIVE DATE. This Contract shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD, CLERK

**BLONNIE R. WATSON, PRESIDENT
AT/LARGE**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE
AGREEMENT WITH ESSEX COUNTY FOR THE HOUSING OF GLOUCESTER
COUNTY ADULT INMATES FROM JUNE 1, 2013 TO MAY 31, 2023 AT A RATE OF
\$108.00 PER DAY**

WHEREAS, Essex County operates the Essex County Correctional Facility, located at 354 Doremus Avenue, Newark, NJ (the "ECCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, the County of Essex has sufficient capacity at the ECCF to make available as many spaces as necessary up to 400 spaces for the housing of Gloucester County adult male inmates; and

WHEREAS, the County of Gloucester and the County of Essex have agreed to the terms regarding the housing of adult male inmates under the terms of the Shared Service Agreement attached hereto as Exhibit A; and

WHEREAS, no Certificate of Availability of Funds is required as no liability is incurred during the temporary budget period. Immediately after final budget adoption, the Treasurer shall prepare a Certificate of Availability of Funds for the balance and file said Certificate with this original Resolution; and

WHEREAS, the Counties are authorized to enter into this Agreement pursuant to the Uniform Shared Service and Consolidation Act N.J.S.A. 40A:65-1, et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and hereby is authorized to execute a Shared Service Agreement between the County of Gloucester and the County of Essex for the housing of adult inmates in the County of Essex for the period commencing June 1, 2013 to May 31, 2023, at a rate of \$108.00 per day with no minimum amount for a minimum contract amount of \$0.00 and a maximum amount of 400 inmates for a maximum contract amount of \$15,768,000.00 per year for housing plus \$409,000.00 per year for transportation for an amount not to exceed \$16,177,000.00 per year; and

BE IT RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF ESSEX, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES

Matthew P. Lyons,
Gloucester County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of June, 2013, by and between the County of Essex, a body politic and corporate of the State of New Jersey ("Essex County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Essex County is a body politic and corporate of the State of New Jersey with main offices located at 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult inmates detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Essex County Jail has the capacity to house the adult inmate populations that both Gloucester County and Essex County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's adult inmates in the Essex County Jail will result in a more economical operation of the Essex County Jail and significant annual cost savings to Gloucester County; and
6. Gloucester County will continue to operate the Gloucester County Department of Corrections.
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Essex County Jail and Essex County shall accept from Gloucester County, Gloucester County's adult inmates for housing at the Essex County Jail, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Essex County shall make available up to 400 spaces at all times. The parties agree that Gloucester County will send adult inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any particular number of adult inmates at any given time.

B. DURATION OF AGREEMENT.

This Agreement shall be effective from June 1, 2013 and shall terminate May 31, 2023. Either party may terminate this agreement for any reason by providing one year written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Essex County: 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102. The County shall have the option of extending this Contract for two (2) ten (10) year terms.

C. FEES.

1) HOUSING. Gloucester County shall pay to Essex County a per diem fee for each housed adult inmates in the amount of One Hundred and Eight (\$108.00) Dollars per day for a minimum contract amount of zero and a maximum contract amount of \$15,768,000.00 per year for housing plus estimated transportation costs of \$409,000.00 per year for an amount not to exceed \$16,177,000.00 per year. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates. Essex County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Essex County pursuant to this agreement. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Essex County." This Contract is contingent upon the appropriation of sufficient funds in the 2013 final budget of Gloucester County.

2) TRANSPORTATION. Gloucester County shall pay \$560.00 per round trip per vehicle for all transportation provided by Essex County Department of Corrections as required in this Contract. Transportation costs not to exceed \$409,000.00 annually. Essex will submit a voucher for each month it provides transportation. After approval by Gloucester County, the payment voucher shall be placed in line for prompt payment.

D. MEDICAL TREATMENT.

Essex County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Essex County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Essex County to Gloucester County adult inmates shall be paid for by Essex County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Essex County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider.

Essex County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Essex County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Essex County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING.

Essex County will admit and process all Gloucester County adult inmates transported to their facility.

F. SERVICES.

Essex County will provide to all Gloucester County adult inmates all services that may be required by Federal and State law, and which Essex County provides to its adult inmates detained in the Essex County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff Department shall provide transportation of adult arrestees to the Essex County Correctional Facility or the County of Essex shall provide said transportation at rate set forth in Section C (2) at the discretion of Gloucester County. Essex County Department of Corrections shall be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Essex County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time –and –one-half the salaries of the Essex County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Essex County Jail in accordance with its rules and regulations governing visitation of adult inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester County nor Essex County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the providing of services by Essex County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Essex County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any

nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Essex County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Essex County's intentional or negligent acts or omissions in connection with this agreement.

K. EMPLOYMENT RECONCILIATION PLAN.

An Employee Reconciliation Plan as set forth in N.J.S.A. 40A:65-11 is attached hereto as Exhibit A.

L. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Essex agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

M. INSURANCE.

At all times during the term of this Shared Services Agreement, Essex shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Essex County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

N. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract

shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

O. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

P. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Essex or Gloucester, in his or her individual capacity, and neither the officers,

agents or employees of Essex or Gloucester nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

Q. MISCELLANEOUS.

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

R. EFFECTIVE DATE. This Agreement shall be effective as of June 1, 2013, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD, CLERK

**BLONNIE R. WATSON, PRESIDENT
AT/LARGE**

RESOLUTION AMENDING THE INSTALLATION OF CAMERAS BY NEW JERSEY BUSINESS SYSTEMS, INC. THROUGH STATE CONTRACT #A61405 IN AN AMOUNT NOT TO EXCEED \$61,433.00

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

WHEREAS, the County of Gloucester passed a resolution on January 23, 2013 authorizing the installation of cameras, in certain areas of Gloucester County as specified by the Gloucester County Prosecutor's Office with criteria set forth by the Homeland Rail Grant; and

WHEREAS, it has been determined that the County of Gloucester can authorize the said installation of cameras from New Jersey Business Systems, Inc., of 7C Marlen Drive, Robbinsville, New Jersey 08691, through State Contract #A61405; and

WHEREAS, as per the recommendations of the Gloucester County Prosecutor's Office the designation of one camera area shall be changed to a more southern part of Gloucester County for security reasons under Homeland Security; and

WHEREAS, the contract shall be for estimated units of service, for an amount not to exceed \$61,433.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase the installation of cameras for designated sites as specified by the Gloucester County Prosecutor's Office, some areas have been amended for purposes as set forth by the Gloucester County Prosecutor's Office and Homeland Security for the protection of Gloucester County with New Jersey Business Systems, Inc., in an amount not to exceed \$61,433.00, through State Contract #A61405.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO DECREASE THE TOTAL CONTRACT AMOUNT BY \$53.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2011, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2011 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,586,705.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on December 7, 2011 in the amount of \$50,000.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on February 1, 2012 in the amount of \$130,551.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on April 4, 2012 in the amount of \$11,764.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on May 2, 2012 in the amount of \$13,581.00; and

WHEREAS, a subsequent Resolution was adopted decreasing the total contract amount on October 3, 2012 in the amount of \$81,027.00; and

WHEREAS, due to a decrease in the form of Work First NJ funds, it is necessary to amend said contract in the amount of **\$53.00** resulting in the following estimated funds for the grant period July 1, 2011 to June 30, 2012;

WIA Adult	\$ 454,965
WIA Youth	\$ 521,754
WIA Dislocated Worker	\$ 756,351
Work First NJ	\$1,872,424 (1,872,477 -\$53.00)
Workforce Learning Link	\$ 80,000
Workforce Development Partnership \$	\$ 14,263
SMART STEPS	\$ -0-
WIB Administration (Bus. Dev. Funds)	\$ 11,764
Total	\$3,711,521

WHEREAS, the grant period shall be reflected as July 1, 2011 through June 30, 2012; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2011 through June 30, 2012.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

01

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: Gloucester PY 2011 Funds Plan No.: ET-08-PY11
 DUNS No.: 95736224 Mod No.: 6

A. Grant Recipient (Name & Address)
 County of Gloucester
 County Building Box 337
 Woodbury, New Jersey 08096
 Chief Executive Officer: Robert M. Damminger
 Legal Entity Status: Public
 Federal Employer ID No.: 21-6000-660

B. State Grantor/Department
 Harold J. Wirths, Commissioner
 New Jersey Department of Labor and Workforce Development
 PO Box 055, Trenton, NJ 08625-0055
 Contact Person & Telephone No.:
 Jeff Flatley, Acting Director (609) 984-2477
 Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
 Contact: Lisa Morina, Director
 Tel. No.: 856-384-6934

WorkFirst NJ Operating Entity:
Same
 Contact: Lisa Morina, Director
 Tel. No.: 856-384-6934

D. Funding Levels by Source:

<u>WIA / FEDERAL FUNDS:</u>		<u>STATE FUNDS:</u>	
Adult:	454,965	WorkFirst NJ:	1,872,424
Youth:	521,754	WIB Admin:	11,764
Dislocated Worker:	756,351	WDP:	14,263
BRAC NEG:	0	WLL:	80,000
Pharma NEG:	0	SmartSTEPS:	0
Hurricane Irene NEG:	0	Add'l State Funds	0
Disaster Mini-NEG:	0	Add'l State Funds	0
Add'l Federal Funds:	0		
Federal TOTAL:	\$1,733,070		
State TOTAL:	\$1,978,451		
Contract TOTAL:	\$3,711,521		

COPY

The contract period for these funds is July 1, 2011 to June 30, 2012.

Grantor/Department and Grant Recipient's Agreement Signatures

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

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

RESOLUTION AUTHORIZING THE PURCHASE OF SIX (6) 2013 FORD FOCUS 4-DOOR SEDAN S FROM HERTRICH FLEET SERVICES, INC. FOR THE TOTAL AMOUNT OF \$86,874.00

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of six (6) 2013 Ford Focus 4 door Sedan S (hereinafter the "vehicles") to be utilized by various County Departments (Aging, Consumer Affairs, Engineering, Health, Fleet Management and Assessment) to conduct County business; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of six (6) vehicles for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE. 19963, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD #013-015. The bid is \$14,479.00 for each vehicle and a total purchase amount of \$86,874.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$28,958.00, for the purchase of two (2) vehicles, pursuant to C.A.F. # 13-02835 which amount shall be charged against budget line item #3-01-26-315-001-20610, the balance of \$57,916.00 will be encumbered upon approval of the Gloucester County Budget 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of six (6) 2013 Ford Focus 4 door Sedan S for use by various County Departments is hereby authorized; and in accordance with and pursuant to the bid submitted by Hertrich Fleet Services, Inc., and the specifications promulgated by the County PD #013-015; and

BE IT FURTHER RESOLVED, the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

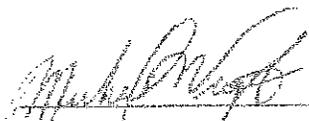
ATTEST:

ROBERT N. DI LELLA, CLERK

PD 013-015 Bid Opening 3/21/2013 10:00am SPECIFICATIONS FOR SUPPLYING SIX (6) 2013 OR NEWER FORD FOCUS 4 DOOR SEDAN S (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP			
ITEM	VENDOR: Hertrich Fleet Services 1427 Bay rd. Milford De. Michael Wright 800 898-9825 302 839-0555 Fax	VENDOR: Gentilini Ford 555 John S. Penn Blvd. Woodbine, NJ 08270 Paul Gentilini 609 861-0100 609 861-2629 Fax	VENDOR: Winner Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Drahuschak 856 427-2792 856 428-4718 Fax
	VENDOR: Chapman Auto Group 6925 Essington Ave. Philadelphia, Pa 19153 Scott Tustin 215 317-2253 267 298-1890 Fax	VENDOR: Foulke Management 1708 W. Marlton Pike Cherry Hill, NJ 08002 Richard DiRenzo 856 662-7000 856 504-0108 Fax	
DESCRIPTION	Per Unit	Per Unit	Per Unit
1			
2013 Ford Focus 4 door sedan S	\$14,479.00	\$14,481.09	\$17,135.00
TOTAL FOR SIX	\$86,874.00	\$86,886.54	\$102,810.00
DELIVERY ARO	60 To 90 Days	150 Days	60 Days
Variations: (if any)	Last date to order 5/3/2013		2013 Dodge Dart SXT
Will you extend your prices to local government entities within the County	YES	NO	NO
Bid specifications sent to:	Prime Vendor	Pacifico Fleet Services Brian Hoskins Ford	Pacifico Marple Auto
Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

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SIGNATURE PAGE

SIGNED: 

COMPANY: Henric Fleet Services Inc.

NAME: Michael Wright
(PRINTED OR TYPED)

ADDRESS: 1427 Bay Rd

TITLE: Court Sales Man

Milford, De 19963

DATE: 3/15/13

TELE #: 302-698-9825

FAX #: 302-837-0555

CA

SIGNATURE PAGE

SIGNED: 

COMPANY: Gentilini Motors Inc.

NAME: Paul V. Gentilini
(PRINTED OR TYPED)

ADDRESS: 555 John S. Penn Blvd.
Woodbine NJ-08278

TITLE: V.P.

TELE #: 609-861-0100

DATE: 3/12/13

FAX #: 609-861-2629

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD FOCUS 4 Door SEDAN, S OR EQUAL	1	\$ <u>14481.09</u>
COST FOR 6	TOTAL	\$ <u>86886.54</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 150 DAYS ARO

VARIATIONS:

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD FOCUS 4 Door SEDAN, S OR EQUAL	1	\$ 14177. ⁰⁰
COST FOR 6	TOTAL	\$ 86874

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 to 90 DAYS ARO
2013 Final Order Date is 5/3/13

VARIATIONS:

CA

SIGNATURE PAGE

SIGNED: [Signature] COMPANY: WINNER FORD

NAME: Michael Dredausch ADDRESS: 250 Berlin Rd
(PRINTED OR TYPED)

Cherry Hill NJ 08034

TITLE: Acct Mgr

TELE #: (856) 427-2792

DATE: 3/20/13

FAX #: (856) 428-4718

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD FOCUS 4 Door SEDAN, S OR EQUAL	1	\$ <u>14,667.00</u>
COST FOR 6	TOTAL	\$ <u>88,002.00</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: _____ DAYS ARO
BASED ON PRODUCTION SCHEDULE AT TIME OF ORDER

VARIATIONS: LAST DAY TO ORDER AS OF BID OPENING 5/3/13

C2

SIGNATURE PAGE

SIGNED: [Signature]

COMPANY: CHAPMAN FUND

NAME: Scott Tustin
(PRINTED OR TYPED)

ADDRESS: 6740 Buck Horse Place
Englishtown NJ 08039

TITLE: Commercial Acct Mgr

TELE #: 215-317-2253

DATE: 3-18-13

FAX #: 267-298-1890

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD FOCUS 4 Door SEDAN, S OR EQUAL	1	\$ <u>17135</u>
COST FOR 6	TOTAL	\$ <u>102810</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 DAYS ARO

VARIATIONS:

Ca

OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD FOCUS 4 Door SEDAN, S OR EQUAL	1	\$18,400.00
COST FOR 6	TOTAL	\$110,400.00

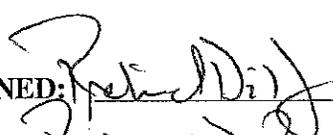
BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 90-120 DAYS ARO

VARIATIONS:

As per attached Specs

SIGNATURE PAGE

SIGNED: 
NAME: Richard DiRenzo

COMPANY: Fairview Management
ADDRESS: Cherry Hill, NJ

(PRINTED OR TYPED)

TITLE: Fleet Manager

DATE: 3-20-13

1708 W. Marlton Pike

TELE #: 856-662-7000 X183

FAX #: 856-504-0100

02

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

Certificate of Availability of Funds

TREASURER'S NO. 13-02835 DATE 4/12/13

3-01-26-315-001-20010

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Fleet

AMOUNT OF CERTIFICATION \$28,958.00 COUNTY COUNSEL Matt Lyons
(2 Vehicles)

DESCRIPTION: Six (6) 2013 Ford Focus, 4 door Sedan 5 as per PD-13-015. The amount of each vehicle is \$14,479.00 x 6. Vehicles totals \$86,874.00. The balance of \$57,916.00 will be encumbered upon approval of Permanent budget

VENDOR: Hertrich Fleet Services, Inc

ADDRESS: 1427 Bay Road
Milford, DE 19963

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 4-12-13

CB

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH VARIOUS MUNICIPALITIES FOR USE OF THE VEHICLE WASH FACILITY AT THE COUNTY'S DEPARTMENT OF PUBLIC WORKS CLAYTON YARD FROM APRIL 24, 2013 TO APRIL 23, 2018 FOR A FEE OF \$20.00 PER FORTY (40) MINUTES OF WASH TIME

WHEREAS, various municipalities (hereinafter the "Local Unit"), located within the County of Gloucester (hereinafter the "County") may have a need for use of the Vehicle Wash Facility (hereinafter the "Facility"); and

WHEREAS, the County has the capability of providing such a service through the Department of Public Works, Clayton Yard; and

WHEREAS, when the Local Unit requests the County to provide them with use of the Facility, the County is willing to do so in accordance with the terms of the Shared Services Agreement which shall set forth the specifics as to use of the Facility and the types of equipment which shall be acceptable; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County that execution of Shared Services Agreements between the County and Woodbury, Woolwich, Westville, Pitman, Wenonah, Paulsboro, Woodbury Heights, Swedesboro, Newfield, Deptford, West Deptford, Washington, South Harrison, Monroe, Harrison, Elk, Mantua, Greenwich, East Greenwich, Logan, Franklin, National Park, Glassboro and Clayton municipalities shall be hereby authorized, relative to usage of the County's Vehicle Wash Facility for the municipality's fleet vehicles for the amount of \$20.00 for each forty (40) minutes of wash time increment, in accordance with the terms set forth within said Agreement.

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County and various municipalities throughout the County for a period of five (5) years from April 24, 2013 to April 23, 2018 in accordance with the terms and conditions set forth within said Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DIELLA, CLERK

C4

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #02 WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$18,230.00

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County," Public Works Project #12-08 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, New Jersey 08080 (hereinafter the "Contract"); and

WHEREAS, the contract was previously revised by the County through Change Order #01 in the amount of \$0.00; and

WHEREAS, Joseph M. D'Alessandro, Assistant Road Supervisor, has recommended a Change Order #02-Increase, which will increase the total amount of the Contract of \$130,000.00 for the Project by \$18,230.00, resulting in a new adjusted total Contract amount of \$148,230.00; and

WHEREAS, the said change order is necessitated by the need for the increase in quantities of curb, sidewalk and detectable warning surface to complete curb ramps within the County, resulting in a \$18,230.00 increase in the Contract amount; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #02-Increase with Bud in the amount of \$18,230.00, pursuant to C.A.F. #13-02986, which amount shall be charged against budget line items C-04-12-012-290-12214 (\$2,058.00), C-04-07-013-165-13219 (\$4,269.20) and C-04-10-013-165-13219 (\$11,902.80) for a total of \$18,230.00.

WHEREAS, this Project is 100% County funded.

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

1. That the Board of Chosen Freeholders of the County of Gloucester does hereby approve the hereinabove referenced Change Order #02-Increase regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order #02-Increase for the aforementioned purpose on behalf of the County of Gloucester; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

CHANGE ORDER NUMBER 2 INCREASE

PROJECT	12-08 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrades
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Bud Concrete, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

Item No.	Description	REDUCTIONS	Quantity (+/-)	Unit Prices	Amount	
12	Straw Mulching		50	\$10.00	\$500.00	
					Total Reductions	\$500.00
EXTRAS						
5	Vertical Curb		390	\$40.00	\$15,600.00	
6	Concrete Sidewalk, 4" Thick		35	\$38.00	\$1,330.00	
7	Detectable Warning Surface		15	\$120.00	\$1,800.00	
					Total Extras	\$18,730.00

Amount of Original Contract	\$130,000.00	Extras	\$18,730.00
Amount of Original Contract + Change Order No. 2	\$148,230.00	Supplemental Reduction	\$0.00
		Total Change	\$18,230.00

% Change in Contract 14.0231% Increase

Joseph M. Damming
 Date
 Gloucester County

Robert M. Damming Date
 Freshholder Director 4-12
 (Contractor) Date

C4

Project: 12-08

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Bud Concrete Inc.
133 Sewell Road, Sewell NJ 08080
- 2. Description of Project or Contract: Miscellaneous Replacement and Pedestrian
Facilities Upgrade Project, Various
Locations, Gloucester County
- 3. Date of Original Contract: 7/11/2012
- 4. P.O. Number: 12-05862
- 5. Amount of Original Contract: \$130,000.00
- 6. Amount of Previously Authorized Change Order No. 1: \$0.00
- 7. Amount of this Change Order No. 2: \$18,230.00
- 8. New Total Amount of Contact
(Total of Numbers 5, 6 & 7 Above) \$148,230.00
- 9. Need or Purpose of this Change Order: Increase in quantities of curb, sidewalk and detectable
warning surface to complete additional curb ramps within the County.

This change order requested by Joseph M. DiLella on 4/12/2013
(Department Head) (Date)

Accepted by C. [Signature] on 4-12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

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

C-04-12-012-290-12214 (\$2,058.00)
C-04-07-013-165-13219 (\$4,269.20)
C-04-10-013-165-13219 (\$11,902.80)

C4

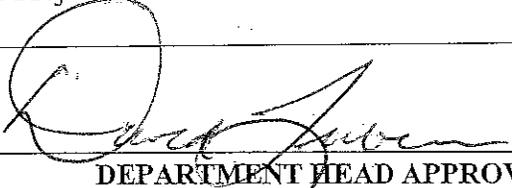
Certificate of Availability of Funds

TREASURER'S NO. 13-02984 DATE April 11, 2013
C-04-12-012-290-12214 - 2,058.00
C-04-07-013-165-13219 - 4,269.20
C-04-10-013-165-13219 11,902.80
BUDGET NUMBER - CURRENT YR B DEPARTMENT Engineering

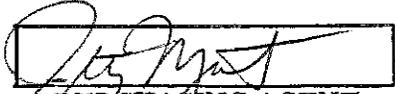
AMOUNT OF CERTIFICATION \$18,230.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Contract Change Order #02-Increase for the increase in quantities of curb, sidewalk and detectable warning surface to complete curb ramps within the County, in association with the project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County" Public Works Project #12-08.

VENDOR: Bud Concrete, Inc.
ADDRESS: 133 Sewell Road
Sewell, NJ 08080


DEPARTMENT HEAD APPROVAL
David R. Lubelski, P.E.
Assistant County Engineer


DEPARTMENT HEAD APPROVAL
Joseph M. D'Alessandro
Assistant Road Supervisor

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 4-15-13

Meeting Date: April 24, 2013

E1

**RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS
PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS OF N.J.S.A.
40A:11-4.1 ET. SEQ. TO PROVIDE PREVENTION SERVICES AND IN-HOME
MANAGEMENT SERVICES, AS PREPARED BY THE DEPARTMENT OF HUMAN
SERVICES**

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., (“the Law”) authorizes the County to use competitive contracting in lieu of public bidding for procurement of Prevention Services and In-Home Case Management Services, for Gloucester County families with children who are at risk of abuse and neglect; and

WHEREAS, N.J.S.A. 40A:11-4.3 provides that in order to initiate competitive contracting, the County shall pass a Resolution authorizing the use of competitive contracting for the particular procurement; and

WHEREAS, the Board of Chosen Freeholders believes that it is in the best interest of the County to use competitive contracting to procure public service entities to provide social services programs within Gloucester County.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the use of competitive contracting is hereby authorized for the procurement of Prevention Services and In-Home Management Services.

BE IT FURTHER RESOLVED, that the Gloucester County Purchasing Agent and all other appropriate County personnel are authorized to employ and implement the competitive contracting procurement authorized in this Resolution consistent with all of the terms and provisions of the applicable law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E2

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH CAMDEN AND CUMBERLAND COUNTIES FOR THE PURPOSE OF MANAGING CONTINUUM OF CARE PROGRAM OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND MERGING TO FORM THE SOUTHERN NEW JERSEY CONTINUUM OF CARE

WHEREAS, the Gloucester County Department of Human Services (DHS), the Cumberland County Office on Aging and Disabled (OAD), and the Camden County Department of Health & Human Services (Camden DHHS), collectively referred to as the "County Representatives", manage the Continuum of Care program of the U.S. Department of Housing & Urban Development (HUS) in their respective counties through their Comprehensive Emergency Services Assistance (CEAS) Committee under the Human Services Advisory Council (SAH); and

WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties have submitted applications to the Department of Housing and Urban Development in the past; and

WHEREAS, under the federal HEARTH Act (Homeless Emergency Assistance & Rapid Transition to Housing Act of 2009) HUS has placed more emphasis on permanent housing and on Continuums of Care performance in HEARTH Act compliance; and

WHEREAS, the County Representatives have experience working together in various initiatives and realize that the burden of these new requirements is more efficiently addressed on a collective basis; and

WHEREAS, HUD is encouraging Continuums of Care to merge operations to improve coordination of services, allocate resources more efficiently and regionalize planning to address homelessness by way of a Memorandum of Understanding; and

WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties will merge to form the Southern New Jersey Continuum of Care.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute a Memorandum of Understanding with Camden and Cumberland Counties in order to comply with new HEARTH Act regulations initiated by HUD as it relates to the Continuum of Care and merge to form the Southern New Jersey Continuum of Care.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EA

MEMORANDUM OF UNDERSTANDING

Southern New Jersey Continuum of Care

This memorandum of Understanding, dated _____, 2013 is by and between the County of Gloucester, the County of Cumberland and the County of Camden.

WHEREAS, the Gloucester County Department of Human Services (DHS), the Cumberland County Office on Aging and Disabled (OAD), and the Camden Department of Health and Human Services (Camden DHHS)¹, collectively referred to as the "County Representatives", manage the Continuum of Care program of the US Department of Housing and Urban Development (HUD) in their respective counties through their Comprehensive Emergency Services Assistance (CEAS) committee under the Human Services Advisory Council (HSAC);

WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties have submitted applications, to the Department of Housing and Urban Development (HUD) in the past;

WHEREAS, under the federal HEARTH Act (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009) HUD has placed more emphasis on permanent housing and on Continuums of Care performance in HEARTH Act compliance;

WHEREAS, the County Representatives have experience working together on various initiatives;

WHEREAS, the County Representatives realize that the burden of these new requirements is more efficiently addressed on a collective basis:

WHEREAS, HUD is encouraging Continuums of Care to merge operations to improve coordination of services, allocate resources more efficiently and regionalize planning to address homelessness.

NOW THEREFORE, the parties mutually agree as follows:

- I) Beginning in 2013 the Continuums of Care in Gloucester, Cumberland and Camden Counties in New Jersey will merge to form the Southern New Jersey Continuum of Care.
- II) The Southern New Jersey Continuum of Care will be managed by an Executive Committee composed of representation from each Continuum of Care as identified in the Southern New Jersey Continuum of Care by-laws. The by-laws will be created and approved by a Steering Committee consisting of representatives of all three Continuums within three months of the signing of this MOU.

¹ The Community Planning and Advocacy Council (CPAC) is the authorized representative of the Camden DDHS.

MEMORANDUM OF UNDERSTANDING

Southern New Jersey Continuum of Care

- III) CPAC will serve as the administrative agent for the Southern New Jersey Continuum of Care and will apply in 2013 to HUD for a new geographic code for the combined continuum of care.
- IV) As the administrative agent, CPAC will receive all of the funding that HUD may provide in the future for administrative purposes.
- V) CPAC will staff all committees, monitor all projects for compliance with HUD regulations, monitor and prepare all reports required by HUD's Homeless Management Information System (HMIS). CPAC shall assume all other appropriate and necessary administrative responsibilities with the assistance of the other collaborative counties, to insure that the Southern New Jersey Continuum of Care complies with the HEARTH Act. CPAC will also seek funding for new projects and renewals.
- VI) The 2013 Southern New Jersey Continuum of Care application will include funding the cost for Homeless Management Information System (HMIS) inclusive of all three Continuums of Care.
- VII) Each County shall maintain general liability, automobile liability, Workers' Compensation insurance and proof of insurance coverage, which shall be in compliance with any applicable requirements of the State of New Jersey. Each County shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to each other County.
- VIII) The Counties do not intend any Agency relationship to be created by this Agreement.
- IX) Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each County hereby specifically agrees to indemnify and hold the other counties harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission and/or any negligent or intentional act committed by county or any of its agents or employees.
- X) The Southern New Jersey Continuum of Care will assume responsibility for projects previously funded under the separate Continuum of Care applications and for future applications.
- XI) This agreement shall remain in effect and can only be changed by mutual agreement of all parties.

MEMORANDUM OF UNDERSTANDING

Southern New Jersey Continuum of Care

XII) Responsibility for costs associated with the submission of the 2013 Continuum of Care application will be paid for through a combination of public and private resources to be identified by the Executive Committee to be formed from members of each County. Costs will be apportioned as set out in the Southern New Jersey Continuum of Care By-laws.

IN WITNESS WHEREOF, the County of Gloucester, the County of Cumberland and the County of Camden, through their authorized representatives, have executed this Memorandum of Understanding on the date first written above.

ATTEST:

COUNTY OF CAMDEN

ATTEST:

COUNTY OF CUMBERLAND

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

F1

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS TO APPLY FOR A GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY (NJDHTS), FOR THE FY2014 COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP), IN THE AMOUNT OF \$15,400.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014

WHEREAS, the County of Gloucester (hereinafter the "County"), through the County's Sheriff, wishes to apply for and obtain grant funding in the amount of \$15,400.00, through the New Jersey Division of Highway Traffic Safety (NJDHTS) for the FY2014 Comprehensive Traffic Safety Program (CTSP), specifically the Occupant Protection Education And Enforcement Program (hereinafter the "Grant") for the purpose of enforcing, communicating, educating the public to properly use available motor vehicle occupant protection systems from October 1, 2013 to September 30, 2014; and

WHEREAS, the Board of Chosen Freeholders of the County (hereinafter the "Board") deems applying for and obtaining the Grant to be beneficial to the citizens of the County; and

WHEREAS, the County's Sheriff reviewed all data supplied, or to be supplied, in the Grant application and in its attachments, and certifies to the Board that all data contained in the application, and in its attachments, is true and correct; and

WHEREAS, the County's Sheriff submitted the Grant application to the County's Department of Human Services for review, and said department has approved said application; and

WHEREAS, the Board 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 Division of Highway Traffic Safety for the administration of such 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 is hereby authorized to execute any and all documents in connection with the filing of the grant application with the New Jersey Division of Highway Traffic Safety (NJDHTS) for the FY2014 Comprehensive Traffic Safety Program (CTSP), requesting grant funds from the Occupant Protection Education and Enforcement Program in the amount of \$15,400.00, (Federal Share \$12,000.00/Local Share \$3,400.00 from October 1, 2013 to September 30, 2014; and
2. The Board hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



7

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



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

TO: Paula Giampola

DEPARTMENT: Sheriff's Office

GRANT TITLE: Child Passenger Safety EDU. 2014

DATE: April 11, 2013

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: [Signature]
Grants Coordinator

FREEHOLDER MEETING: April 24, 2013

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



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: FED-2014-Gloucester County-00019

Status: Application In Process

User: Paula Giampola

Role: Agency Administrator
Logout

Main Menu ▶ Actions ▶ Application Menu ▶ Related Pages ▶

SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST

Last Modified By: Giampola, Paula on 3/21/2013 8:40:44 AM

GENERAL INFORMATION

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Applicant Agency Gloucester County

Project Title Child Passenger Safety Education 2014 *

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered? Yes No * For information regarding CCR Registration [click here.](#)

Project Period

From 10/1/2013 * To 9/30/2014 *

Final financial claim due October 31.

Project period must be within current federal fiscal year (October 1 - September 30).

Type of Application

Initial Cont. Year 2 Year 3 *

Is the applicant organization non-profit? Yes No *

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)? Yes No *

SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST

546245



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: FED-2014-Gloucester County-00019

Status: Application In Process

User: Paula Giampola

Role: Agency Administrator

Logout

Main Menu ▶ Actions ▶ Application Menu ▶ Related Pages ▶

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Last Modified By: Giampola, Paula on 3/21/2013 8:41:17 AM

CONTACT INFORMATION

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Project Director

Prefix: Mrs. *
 First Name: Paula *
 Last Name: Giampola *
 Title: Administrative Clerk *
 Address 1: P O BOX 376 *
 Address 2: 2 S. Broad St
 City: WOODBURY *
 State: New Jersey
 Zip: 08096 *
 Phone: 856 - 384 - 4601 *
 Fax: 856 - 384 - 4679 *
 E-Mail: pgiampola@co.gloucester.nj.us *

Financial Director

Prefix: Mr. *
 First Name: GARY *
 Last Name: SCHWARZ *
 Title: TREASURER *
 Address 1: P O BOX 337 *
 Address 2:
 City: WOODBURY *
 State: New Jersey

Zip: 08096 *

Phone: 856 - 853 - 3353 *

Fax: 856 - 845 - 6234 *

E-Mail: GSCHWARZ@CO.GLOUCESTER.NJ.US *

Authorizing Official

Prefix: Mr. *

First Name: ROBERT *

Last Name: DAMMINGER *

Title: FREEHOLDER DIRECTOR *

Address 1: P O BOX 337 *

Address 2:

City: WOODBURY *

State: New Jersey

Zip: 08096 *

Phone: 856 - 853 - 3395 *

Fax: 856 - 853 - 3308 *

E-Mail: mganglof@co.gloucester.nj.us *

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546246



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: FED-2014-Gloucester County-00019

Status: Application In Process

User: Paula Giampola

Role: Agency Administrator

Logout

- Main Menu ▶
- Actions ▶
- Application Menu ▶
- Related Pages ▶

- SAVE
- SAVE/NEXT
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- VIEW PDF
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- NEXT
- LAST

Last Modified By: Giampola, Paula on 3/25/2013 12:18:07 PM

NARRATIVE DESCRIPTION OF PROJECT

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

In 2010, there were nearly 61 million children age 14 and younger in the United States. This age group made up 20 percent of the total U.S. resident population in 2010. Motor vehicle crashes are the leading cause of death for children ages 4 and 11 to 14. During 2010, there were a total of 32,885 traffic fatalities in the United States. The 14-and-younger age group accounted for 1,210 (4%) of those traffic fatalities, which is an 8-percent decrease from the 1,320 fatalities in 2009. In 2010, there were an additional 171,000 children age 14 and younger injured, which is a 4-percent decrease from the 179,000 children injured in 2009. An average of 3 children age 14 and younger were killed and 469 were injured every day in the United States in motor vehicle crashes during 2010. Research on the effectiveness of child safety seats has found them to reduce fatal injury by 71 percent for infants (younger than 1 year old) and by 54 percent for toddlers (1 to 4 years old) in passenger cars. . In 2010, there were 291 passenger vehicle occupant fatalities among children age 4 and younger. Of those 291 fatalities, where restraint use was known (274), 77 (28%) were totally unrestrained. Among children under age 5 in passenger vehicles, an estimated 303 lives were saved in 2010 by restraint use. Of these 303 lives saved, 285 were associated with the use of child safety seats and 18 with the use of adult seat belts. At 100 percent child safety seat use for children under age 5, an estimated 353 lives (that is, an additional 50) could have been saved in 2010. Over the period 1975 through 2010 an estimated 9,611 lives were saved by child restraints (child safety seats or adult seat belts). Child restraint Use by age/race/ethnicity shows the lowest

1994 of 2000

Click the Browse button to add Problem Statement attachments.

Browse...

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

A combination of use requirements, enforcement, public information, education, and incentives is necessary to achieve significant, lasting increases in safety belt usage, which will prevent fatalities and control the number and

249 of 250

Click the Browse button to add Objectives attachments.

Browse...

Tasks

PROGRAM MANAGEMENT *

Activities

The Gloucester County Office of the Sheriff will have a centralized program planning, implementation and coordination to achieve and sustain high rates of safety belt/car seat use.

Evaluation is also important for determining progress and ultimate success of occupant protection programs.

The Gloucester County Office of the Sheriff will:

Provide leadership, training, and technical assistance to other county/state agencies and local Child Passenger Safety Programs and projects;

Convene a Child Passenger Safety advisory task force or coalition to organize and generate broad-based support for programs;

Integrate Child Passenger Safety Programs into community/corridor traffic safety and other injury prevention programs;

Evaluate the effectiveness of its Child Passenger Safety Programs

802 of 1000

Objective

The Gloucester County Office of the Sheriff will enact and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.

224 of 250

Click the Browse button to add Objectives attachments.

Tasks

LEGISLATION, REGULATION, AND POLICY

Activities

This legal framework should include:

Legislation, permitting primary enforcement, requiring all motor vehicle occupants to use the systems provided by the vehicle manufacturer and educational programs to explain their benefits and the correct way to use them;

Legislation, permitting primary enforcement, requiring children up to 40 pounds (or five years old if weight cannot be determined) to ride in a safety device certified by the manufacturer to meet all applicable Federal performance standards.

507 of 1000

Objective

The Gloucester County Office of the Sheriff will have a strong law enforcement program, coupled with public information and education, to increase safety belt and child safety seat use.

186 of 250

Click the Browse button to add Objectives attachments.

Tasks

ENFORCEMENT PROGRAM

Activities

Written, enforced belt use policies for law enforcement agencies with sanctions for noncompliance to protect law enforcement officers from harm and for officers to serve as role models for the motoring public;

Vigorous enforcement of public safety belt use and child safety seat laws, including citations and warnings;

Accurate reporting of occupant protection system information on accident report forms, including use or non-use of belts or child safety seats, type of belt, and presence of and deployment of air bag;

Public information and education (PI&E) campaigns to inform the public about occupant protection laws and related enforcement activities;

Routine monitoring of citation rates for non-use of safety belts and child safety seats.

756 of 1000

Objective

Provide public information and education programs. We will enlist the support of a variety of media, including mass media, to improve public awareness and knowledge about safety belts and child safety seats.

208 of 250

Click the Browse button to add Objectives attachments.

Browse...

Tasks

PUBLIC INFORMATION AND EDUCATION PROGRAM

Activities

Increase rates of safety belt/child safety seat use, effectively manage public information program. Identify and target specific audiences and develop appropriate messages. Address the enforcement of the belt-use and child passenger safety laws; the safety benefits of correct safety belt/child safety seat use. Capitalize on special events, such as nationally recognized safety and injury prevention weeks and local enforcement campaigns. Coordinate different materials and media campaigns where practicable. Use national themes and materials to the fullest extent possible; Publicize belt-use surveys and other relevant statistics; Involve media representatives in planning and disseminating public information campaigns; Encourage private sector groups to incorporate Child Passenger Safety Belt-use messages into their media campaigns; Take advantage of all media outlets: television, radio, print, signs, billboards, theaters, sports events, health fairs; and Evaluate all media campaign efforts.

1000 of 1000

Objective

The failure of drivers and passengers to use occupant protection systems is a major public health problem that must be recognized by the medical and health care communities.

173 of 250

Click the Browse button to add Objectives attachments.

Browse...

Tasks

HEALTH/MEDICAL PROGRAM

Activities

The Gloucester County Office of the Sheriff will utilize health care providers as visible public spokespersons for belt use and child safety seat use;
The Gloucester County Office of the Sheriff will provide information about availability of child safety seats through maternity hospitals and other pre-natal and natal care centers.

337 of 1000

Objective

The Gloucester County Office of the Sheriff will vigorously promote the use of child safety seats. The states require every child up to 40 pounds to ride correctly secured in a child safety seat that meets Federal Motor Vehicle Safety

245 of 250

Click the Browse button to add Objectives attachments.

Browse...

Tasks

CHILD PASSENGER SAFETY PROGRAM

Activities

Educate parents, pediatricians, hospitals, law enforcement, EMS and the general public about the safety risks to small children, the benefits of child safety seats, and their responsibilities for compliance with child passenger safety laws;
 Encourage child safety seat retailers and auto dealers to provide information about child seat and vehicle compatibility, as well as correct use;
 Require safe child transportation policies for certification of pre-school and day care providers;
 Require hospitals to ensure that newborn and other small children are correctly secured in an approved child safety seat or safety belt upon discharge;
 Make child safety seats available at affordable cost to low-income families, with appropriate education on how to use them; and
 Encourage local law enforcement to vigorously enforce child passenger safety laws, including safety belt use laws as they apply

919 of 1000

Objective

The Gloucester County Office of the Sheriff will encourage extensive community involvement in child passenger safety by involving individuals and organizations outside the traditional highway safety community.

209 of 250

Click the Browse button to add Objectives attachments.

Tasks

OUTREACH PROGRAM

Activities

Community involvement broadens public support for the Gloucester County Office of the Sheriff and NJDHTS's programs and can increase the Gloucester County Office of the Sheriff's ability to deliver highway safety education programs. To encourage community involvement, we will:
 Establish a coalition or task force of individuals and organizations to actively promote use of Child Passenger Safety Education Programs ;
 Create an effective communications network among coalition members to keep members informed; and
 Provide materials and resources necessary to conduct Child Passenger Safety Education Programs, especially directed toward young people, in local settings.

678 of 1000

Objective

The Gloucester County Office of the Sheriff will conduct several different types of evaluations to effectively measure progress and to plan and implement new program strategies.

177 of 250

Click the Browse button to add Objectives attachments.

Tasks

EVALUATION PROGRAM

Activities

Conduct and publicize countywide surveys of public knowledge and attitudes about Child Passenger Safety Education Programs ;
 Obtain monthly or quarterly data from law enforcement agencies on the number of safety belt and child passenger safety citations and convictions;
 Evaluate the use of program resources and the effectiveness of existing general public and target population education programs;
 Ensure that evaluation results are an integral part of new program planning and problem identification.

510 of 1000

Objective

To conduct 3- Child Passenger Safety Checkpoint Enforcement Activities, to assure the children are secure in the vehicle at all times, which will reduce the number of injuries and fatalities to children while traveling in the motor vehicle.

240 of 250

Click the Browse button to add Objectives attachments.

Browse...

Tasks

Coordinate with towns to schedule the details

Activities

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident. We've found that 52% of people surveyed, were involved in accidents within five miles from their home and 69% were involved in accidents within ten miles from their home. The community has to become aware that the thinking, "I'm just running to the store, he/she doesn't need to be in a car seat", is not acceptable. And they as the caregiver are responsible to assure they have done all they can do to protect their child. The first step, is assuring their child is properly restrained in a Car Seat/Booster Seat/Seat belt, depending on the guideline for their child.

855 of 1000

Objective

Focus on Gloucester County, NJ. In 2012, NJ had issued 29,307 seat belt citations/981 child restraint,G.C. issued 354 seat belt/10 child restraint, approx 1%. Participation/Enforcement is a must to achieve significant, lasting



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Click the Browse button to add Objectives attachments.

Browse...

Tasks

Increase Enforcement of Child restraint Law

Assistance to low-income households

Demonstrations of proper child restraint use

Activities

- Educate people about what the law says
- Issue warnings for those who break the law
- issue tickets for those who break the law
- Distribute discount coupons
- Offer free seats to lower income groups
- Child care center
- Car Seat Checks
- Health Fairs

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546247



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SAVE SAVE/NEXT DELETE Methodology (Methods) VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST

Last Modified By: Giampola, Paula on 3/25/2013 12:22:21 PM

METHODOLOGY (METHODS)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

Increase the education regarding child safety seats usage to not only the children but the caregivers of those children 18 and under. In today's economy, it is very difficult to, as some would think, "pay for the extras". But, in reality, it is those extras such as Child safety seats that if supplied, save not only dollars but the lives of our children. Providing child safety seats, enforcement and education of booster seats and seat belts in our schools, presenting the "Staying Safe in the Car" Booster Seat/Seat belt curriculum to a classroom or assembly of appropriate students. These events that are designed to educate a designated public group such as senior citizens, who now are raising their grandchildren as their own. Fitting Stations will educate the children and the caregivers in a family. These events will be coordinated Day Care for Children and State of New Jersey Schools. Community Education activity wherein a CPS Technician speaks to Parent/Teacher meeting, new parent classes, preschool staff and or parents, school transportation units to discuss child restraints, booster seats or seat belts, based on a prepared curriculum and identified need. Network with community organizations who provide services for the children. Such organizations would include DYFS (division of youth and family services), and Tri-County Action Partnership, GC board of Social Services, Robins nest and Mother Child Shelter which would include programs such as "keeping children safe", these are only to name a few. To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can

1810 of 2000

Click the Browse button to add Methodology attachments. Browse...

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546260



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Last Modified By: Giampola, Paula on 3/25/2013 1:09:58 PM

MILESTONES

Instructions:

- Fields with an * next to them must be completed. At least one task and activity are required. More are suggested and encouraged.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Educating Senior Citizens as Caregivers for Granchildren *

Activity 1

Educating the Senior Citizens as Caregivers for their grandchildren on the proper car seat, booster seat, seat belt that should be used at all times to prevent injury to their grandchild. Scheduled Senior Citizens Gathering Days throughout county where instruction and education is provided by Certified Tech.

311 of 1000

Task 2

Community Education Activities

Activity 2

Fitting station currently set up has produced positive results. Proper use of appropriate child restraints, enforcing the goal of reducing injuries and fatalities to children while traveling in a motor vehicle. In addition to scheduling of Education Activities, community events, day care, nursery schools, school assemblies through local municipalities, towns, cities and boroughs safety seat and educational give outs of those residents in need of replacement or of a car seat for child, grandchild, or family member. Increase public awareness about child occupant protection laws and the use of restraints, especially reaching out to the underserved populations.

667 of 1000

Task 3

Diverse Populations

Activity 3

Work closely with individuals and organizations that represent the various ethnic and cultural populations that are reflected in Gloucester County. Provide material and resources in multiple languages. Utilize leaders from diverse communities as spokespeople to promote seat belt use, child safety seats and booster seats.

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Task 4

Activity 4

0 of 1000

Task 5

Activity 5

0 of 1000

Task 6

Activity 6

0 of 1000

Task 7

Activity 7



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Last Modified By: Giampola, Paula on 3/25/2013 2:10:14 PM

EVALUATION

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Evaluation

Describe how the expected results will be measured.
 Administrative evaluation is required for all projects.
 Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

Records between current period. Conduct & publicize county wide surveys of public knowledge attitudes about Child Passenger Safety Edu. Programs, Obtain mthly or qtrly data from law enforcement agencies on the # of safety belt & child passenger safety citations & convictions; Evaluate the use of program resources, effectiveness of existing general public & target popltn edu. programs; Ensure evaluation results are an integral part of new program planning & problem

485 of 500

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Providing child restraints which include child safety seats, seat belts and booster seats in addition to educating not only the caregiver but the child on proper procedures has, according to statistics, had an 80% lower risk of fatal injury than those not properly restrained. In addition, seats not properly installed were at a rate of 80%-90%.

We feel the distribution, properly assuring they are installed and fitted to the child and the instructions and education that is provided to the caregivers has made a major impact on what may have been or what has been avoided as a fatality or a non-fatality such as an injury to the child.

640 of 1000

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Browse...

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Program will continue because it is a necessity to the community. Booster seats, child safety seats, and seat belts provide key tools to achieve further fatality reductions.

County budget will have to be adjusted to cover such costs involved in this program.

1st Year-Federal Funding/Local Funding

Salaries and Wages-(fed)0.00/\$3,400.00(local)

Enforcement/Education-(fed)\$10,000.00/\$0.00(local)

Commodities-(fed)\$2,000 /\$0.00(local)

Total- 1st year \$15,400(\$12.000 (FED)+\$3,400.00(LOCAL))

Breakdown- 1st year

Salaries and Wages-\$3,400(\$34.00(hourly rate)x 100/hrs)

Enforcement/Education Details-\$10,000.00((\$50.00(ot hourly rate) x 200hrs))

Commodities-\$2,000 (20x\$50 carseats & 20 x \$50 boosterseats)

Total- 1st year:\$15,400.

2nd Year-Federal /Local

Salaries and WageS-\$3,400-(fed)\$0.00/\$3,400(local)

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546259



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Created By: Giampola, Paula on 3/19/2013 11:48:46 AM
 Last Modified By: Giampola, Paula on 3/25/2013 1:42:39 PM

ACCEPTANCE OF CONDITIONS

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
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Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above. *

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575892



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Last Modified By: Giampola, Paula on 3/25/2013 1:42:52 PM

PROJECT LOCATION

Instructions:

- Please complete this page, then click the **SAVE** button.
- First select a County, and then a Municipality.
- You may select more than one County or Municipality.
- Hold the **Ctrl Key** while clicking to select more than one.
- If your Project is statewide, click on the statewide checkbox and click the **SAVE** button.
- If your Project is countywide, click on the countywide checkbox and click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.

Please check this box if the project is statewide

County to filter by:

Atlantic County Bergen County Burlington County Camden County Cape May County Cumberland County Essex County Gloucester County Hudson County Hunterdon County Mercer County Middlesex County Monmouth County Morris County	Gloucester County
---	-------------------

Please check this box if the project is countywide

Municipalities:

Aberdeen Township Absecon City Alexandria Township Allamuchy Township Allendale Borough Allenhurst Borough Allentown Borough Alloway Township Alpha Borough Alpine Borough Andover Borough Andover Township Asbury Park City Atlantic City	Clayton Borough Deptford Township East Greenwich Township Elk Township Franklin Township Franklin Township Franklin Township Glassboro Borough Greenwich Township Greenwich Township Greenwich Township Harrison Township Logan Township
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546257



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

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LOCAL AID & LEGISLATIVE DISTRICTS

Instructions:

- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the top/bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- This form does not need to be saved as it will be populated with information once the Project Location form is saved.

Legislative Districts: 3, 4, 5

Local Aid Districts: District 4

Congressional Districts:

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575893



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SALARIES AND WAGES

Instructions:

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- Dollar figures must not include cents.
- You must click **SAVE** to display the total amount.

Include each employee classification separately, and identify the employee's function in the relation to the grant. Include hourly rate of pay and hours or percentage of time to be charged to the grant. Show total costs of salaries and wages.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Position	Name	Hourly Rate/Hours/ % of time (if applicable)	Federal Share	State/Local Share	Total Amount
OFFICER/INSTRUCTOR	CPST-Child Passsenger Safety Technician	34		\$3,400	\$3,400
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total:			\$0	\$3,400	\$3,400

RELATED PAGES

- [Salaries and Wages\(1\)](#)
- [Fringe Benefits](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services](#)

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546248



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FRINGE BENEFITS

Instructions:

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

List and compute dollar value for each fringe benefit separately. If the fringe is based on a percentage, indicate that percentage. If the fringe is based on a monthly cost, indicate that cost. Show total cost and percentage of fringe benefits.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Name	Federal Share	State/Local Share	Total Amount
				\$0
				\$0
				\$0
				\$0
				\$0
Total:			\$0	\$0

RELATED PAGES

- [Salaries and Wages](#)
- [Fringe Benefits\(1\)](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services](#)

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Last Modified By: Giampola, Paula on 3/25/2013 1:44:05 PM
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ENFORCEMENT/EDUCATION DETAILS

Instructions:

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

This page is for detailing **overtime** hours only.
Overtime is generally reimbursed at \$50/hour. **This can be adjusted in rare circumstances and is subject to review and approval.**

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Officer OT rate: Education Efforts school/fitting station/classroom/nursery school	200	10	\$50.00	\$10,000		\$10,000
						\$0
						\$0
						\$0
						\$0
Total:	200	10		\$10,000	\$0	\$10,000

RELATED PAGES

- Salaries and Wages
- Fringe Benefits
- Travel
- Enforcement/Education Details(1)
- Miscellaneous Personal Services

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Last Modified By: Giampola, Paula on 3/25/2013 1:44:21 PM

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MISCELLANEOUS PERSONAL SERVICES

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- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Miscellaneous Personal Services include such items as telephone, postage, memberships, subscriptions etc.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

RELATED PAGES

- [Salaries and Wages](#)
- [Fringe Benefits](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services\(1\)](#)

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CONTRACTUAL SERVICES

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- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety. The DHTS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man-days of work at \$ per day, plus travel, overhead, and profit charges, etc.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

RELATED PAGES

- [Contractual Services\(1\)](#)
- [Commodities](#)
- [Other Direct Costs](#)
- [Indirect Costs](#)
- [Budget Summary](#)

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546249



Application: FED-2014-Gloucester County-00019
Status: Application In Process
User: Paula Giampola
Role: Agency Administrator
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OTHER DIRECT COSTS

Instructions:

- After entering all information click the **SAVE** button.
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Cost of the equipment or other non-expendable property provided for the highway safety activities.

Equipment -

Means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1000) or more per unit.

- A. Equipment shall be used by grantee for the exclusive purpose for which it was acquired.
- B. Equipment purchasing procedures should be initiated within 90 days of project approval.
- C. Adequate maintenance procedures must be developed to keep the property in good condition.
- D. Property records must be maintained that include a description, a serial number, cost location, and condition of the property.
- E. No equipment will be conveyed, sold, salvaged, or transferred without the written approval of the Director or Deputy Director of the DHTS.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

RELATED PAGES

- [Contractual Services](#)
- [Commodities](#)
- [Other Direct Costs\(1\)](#)
- [Indirect Costs](#)
- [Budget Summary](#)

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INDIRECT COSTS

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- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Please contact DHTS for the latest policy regarding indirect costs.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0

RELATED PAGES

- [Contractual Services](#)
- [Commodities](#)
- [Other Direct Costs](#)
- [Indirect Costs\(1\)](#)
- [Budget Summary](#)

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BUDGET SUMMARY

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- You must click **SAVE** to display the total amount.

Budget Line Item	Federal Share	State/Local Share	Total Amount	
				Requested
Salaries and Wages	\$0	\$3,400		\$3,400
Fringe Benefits	\$0	\$0		\$0
Travel	\$0	\$0		\$0
Enforcement/Education Details	\$10,000	\$0		\$10,000
Miscellaneous Personal Services	\$0	\$0		\$0
Contractual Services	\$0	\$0		\$0
Commodities	\$2,000	\$0		\$2,000
Other Direct Costs	\$0	\$0		\$0
Indirect Costs				\$0
Total:	\$12,000	\$3,400		\$15,400

RELATED PAGES

- [Contractual Services](#)
- [Commodities](#)
- [Other Direct Costs](#)
- [Indirect Costs](#)
- [Budget Summary\(1\)](#)

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546253



STATE OF NEW JERSEY SAGE

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Status: Application In Process

User: Paula Giampola

Role: Agency Administrator

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions:

- **AGREEMENT TO THE TERMS AND CONDITIONS IS ONLY REQUIRED FOR GRANTS OF \$25,000 OR GREATER.**
- After entering all information click the **SAVE** button.
- To return to the Application menu click the **Application Menu** link above.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Certification regarding Debarment and Suspension can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

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580169



Application: FED-2014-Gloucester County-00019
 Status: Application In Process
 User: Paula Giampola
 Role: Agency Administrator
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The Financial Director must approve the application for submission.
 The Authorizing Official must approve the application for submission.

Created By: Giampola, Paula on 3/25/2013 1:47:45 PM

SIGNATURES

Project Director Approval

I approve this application for submission.*

Name: Paula L. Giampola

Financial Director Approval

I approve this application for submission.*

Name:

Authorizing Official Approval

I approve this application for submission.*

Name:

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580170

61

RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS BETWEEN THE COUNTY AND MONROE TOWNSHIP AND PITMAN FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES

WHEREAS, the Township of Monroe (hereinafter the "Township"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design and beautification project at Holly Glen Elementary School, and other possible projects; and

WHEREAS, the Borough of Pitman (hereinafter the "Borough"), located in the County of Gloucester, has a need for landscape design services, specifically to develop an uptown "pocket garden", and other possible projects; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the Shared Services Agreements between the County and Monroe Township and the County and the Borough of Pitman for the provision of landscape consultation services by the County's Landscape Design Architect from April 24, 2013 to April 23, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday April 24, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 24th day of April 2013, by and between the **Borough of Pitman**, a body politic and corporate of the State of New Jersey (hereinafter the “Borough”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design for an uptown “pocket garden”, and other possible projects; and

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

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

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

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a landscape design for an uptown “pocket garden”, and other possible projects in the Borough.

B. NO PAYMENT FROM BOROUGH TO COUNTY.

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

C. DURATION OF AGREEMENT.

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

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

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

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

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

E. COMPLIANCE WITH LAWS AND REGULATIONS

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

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of April 24, 2013, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF PITMAN

JUDY O'DONNELL, CLERK

RUSSELL C. JOHNSON III, MAYOR

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

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 24th day of April, 2013, by and between the **Township of Monroe**, a body politic and corporate of the State of New Jersey (hereinafter the “Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Township, which is located in the County, has need for a Landscape Architect’s design services to develop a beautification project at Holly Glen Elementary School for the Township of Monroe, and other possible projects; and

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

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

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

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a landscape design and beautification project at Holly Glen Elementary School., and other possible projects in the Township.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

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

C. DURATION OF AGREEMENT.

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

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

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

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

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

E. COMPLIANCE WITH LAWS AND REGULATIONS

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

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The Township and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of April 24, 2013 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

ROBERT N. DiLELLA, CLERK

ATTEST:

SUSAN MCCORMICK, CLERK

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

TOWNSHIP OF MONROE

MICHAEL GABBIANELLI, MAYOR