

AGENDA

7:30 p.m. Wednesday, June 26, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 22, 2013.

P-1 Proclamation Recognizing the Gloucester County NAACP Brach 2345 – Loretta Winters – Civil Rights Award (Taliaferro) (previously presented).

P-2 Proclamation to recognize Officers Karl Henry and John Austin for their quick response to administer first responder life saving techniques to prevent a loss of life (Wallace) (to be presented at a later date)

P-3 Proclamation in Honor of Mark D. Parker Upon His Retirement, YMCA of Gloucester County (Barnes) (previously presented).

P-4 Proclamations for GC Chamber of Commerce Community Service Awards (Simmons) (previously presented).

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, TIMOTHY KRULIKOWSKI v. GLOUCESTER COUNTY, C.P. NO. 2006-18993. This will authorize settlement of the above claim in the amount of \$5,090.00 under Section 20, as per recommendation by the County's workers compensation attorney, Prudence Higbee of Capehart & Scatchard.

A-2 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH QUANTUM HEALTH SOLUTIONS, INC. FOR THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO BENEFIT COUNTY EMPLOYEES FROM JUNE 26, 2013 TO JUNE 25, 2014 IN AN AMOUNT NOT TO EXCEED \$33,000.00. This will authorize and approve a contract between the County and Quantum Health Solutions, Inc. Employee Assistance Program (RPF# 13-032) from June 26, 2013 to June 25, 2014 in an amount not to exceed \$33,000.00.

A-3 RESOLUTION ACKNOWLEDGING THE CITY OF WOODBURY'S INTENT TO PROVIDE ADDITIONAL BUS STOPS. This resolution will acknowledge the City of Woodbury in their endeavor to provide additional bus stops, and will authorize the Freeholder Director to execute the City's Resolution #13-117 adopted on March 12, 2013. Said resolution authorized additional bus stops within the City, specifically at (a) *Route 45 Northbound*: North Broad Street in front of 200 North Broad Street, far side of main entrance; and (b) *Route 45 Northbound*: Newton Street (north side) at the intersection of North Broad Street and Newton Street.

A-4 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87. This resolution will provide for various items of revenue to be inserted in the County budget which includes:

- **Senior Farmer's Market Nutrition Program - \$1,500.00** – This grant will allow the Division of Senior Services to maintain services and defray the cost of service delivery of the Senior Farmer's Market Nutrition Program. It will enable the Division of Senior Services to continue to provide farm market vouchers to low income seniors residing in Gloucester County. The funds will be used to cover a portion of the salary of employees working on the program as well as provide for supplies needed to distribute the farm market vouchers. These vouchers are provided by the State.
- **2013 Funding for Educational Institution or Government Entity - \$3,500.00** - This grant will provide prizes and awards for the Gloucester County Highway Safety Taskforce Annual High School Video Contest winners. The students produce videos depicting the dangers of driving under the influence, aggressive or distracted driving and promoting seatbelt usage. The videos are premiered at the movie theater and commercial airtime is purchased for the grand prize winning video as a public safety announcement.

A-5 RESOLUTION AUTHORIZING PAYMENT TO THE CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS PURSUANT TO N.J.S. 30: 4-60 IN AN AMOUNT NOT TO EXCEED \$590,000.00 FOR THE YEAR 2013. In instances where the court has determined an individual has a need for treatment, it may direct the admission or hospitalization of said person by Court order. This resolution will authorize payment through the County Adjuster's Office for court-ordered inpatient medical treatment for Gloucester County residents as required by NJ State Statute 30:4-60.

A-6 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO ADDENDUM NO. 7 TO MASTER SERVICE AGREEMENT H-001, BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY REGARDING TELEPHONE SERVICES PROVIDED TO THE SUPERIOR COURT. Addendum and Resolution to contract between the County and State regarding services (telephone) provided Courts by the County – This addendum enables the County to receive payment from the State for telephone services we provide the Courts which are the responsibility of the State from July 1, 2013 to June 30, 2014.

A-7 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2013. The Treasurer of Gloucester County submits the bill list for June for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed June 27, 2013.

A-8 RESOLUTION TO REAPPOINT FRANK DIMARCO TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER. There currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County.

A-9 RESOLUTION APPOINTING DR. GERALD A. FEIGIN AS THE MEDICAL EXAMINER FOR THE COUNTY OF GLOUCESTER. The term of Dr. Gerald A. Feigin, County Medical Examiner of the County expires on June 30, 2013 and N.J.S.A. 52:17B-83 provides for the appointment of a County Medical Examiner by the Board of Chosen Freeholders for a term of five (5) years. Dr. Feigin satisfies the statutory criteria necessary to serve as a County Medical Examiner.

A-10 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVault SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FOR THE TOTAL CONTRACT AMOUNT OF \$18,505.70 FROM JULY 16, 2013 TO JULY 15, 2014. This Resolution is to authorize a contract with Comm Solutions located at 140 Quaker Lane, Malvern, PA 19355 which provides Operational Support for Remote Operations Management of our CommVault Software. The CommVault product allows us to store off line information so that we may retrieve in the future. The major use for this retrieval system is storing all the information necessary for our OPRA requests, which constitute the majority of our off line storage activity.

A-11 RESOLUTION TO CONTRACT WITH STORAGE ENGINE, INC. FOR ANNUAL LICENSE FEES AND MAINTENANCE ON OUR PROPRIETARY LASERFICHE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM FROM JULY 7, 2013 TO JULY 6, 2014 FOR A TOTAL AMOUNT OF \$28,629.20. The Laserfiche Software Assurance Plan (LSAP) provided through Storage Engine, Inc. allows the County via the Information Technology Department to deploy the latest upgrades, patches and technical support required to keep the Laserfiche Platform optimized to its fullest potential. Together the three servers that require their support are the Laserfiche Server, Laserfiche SQL Server and the Laserfiche Web Server. These servers allow any user within the county facilities entry into the county data files that are available to assist with OPRA requests. This 800# toll free offers support through Storage Engine and encompasses troubleshooting with a live technician, direct web chats and web interaction with Laserfiche via Storage Engine internet based searchable files, software downloads, training materials, white papers, discussion forums and best practice guides on administering the system.

A-12 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS PROPERTY, PER STATE CONTRACT #A83453, INDEX #T-2581 ON A COMMISSION BASIS FROM JUNE 26, 2013 TO JUNE 25, 2014. The County of Gloucester has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. We are requesting a Resolution authorizing the use of GovDeals Online Auctions to sell government surplus pursuant to State Contract #A83453 index #T-2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

A-13 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T-2581. The County of Gloucester has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. We are requesting a Resolution authorizing the use of GovDeals Online Auctions to sell the below listed items of government surplus pursuant to State Contract #A83453 index #T-2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

1996 Ford Truck	Vin #1FDLF47F9TEA06945
2004 Ford F250 Pickup	Vin #1FTNX21L74ED45251
2000 Plymouth Voyager Van	Vin #2P4GP44R3YR575572Z
2003 Ford E450 Bus	Vin #1FDXE45FX3HA82244
2006 Ford E450 Bus	Vin #1FDXE45P96DA68601
2006 Ford E450 Bus	Vin #1FDXE45P26HB01625
2002 Dodge Intrepid	Vin #2B3HD46RX2H246672
1998 Ford F250	Vin #2FTPF28L8WCB03529
1998 Ford F250	Vin #2FTPF28L6WCB03528
1998 Ford Escort	Vin #1FAFP10P6WW238245
1997 Ford Taurus	Vin #1FALP52U4VA313212
1997 Mercury Sable Wagon	Vin #1MELM55U2VA648644
1997 Ford Crown Victoria	Vin #2FALP71W8VX202166
1990 Chevy Dual Wheel Pickup	Vin #1GCHR33K1LF300767
2010 Ford Crown Victoria	Vin #2FABP7BV1AX101529
1996 Dodge Caravan	Vin #1B4GP44R9TB465330
2003 Ford E450 Bus	Vin #1FDXE45F13HA82245
2003 Ford E450 Bus	Vin #1FDXE45F53HA70700
1997 Pontiac Gran Prix	Vin #1G2WJ52K5VF256243
International Harvester Backhoe	Serial#37600
2001 National Mower	Serial#7337
1995 Jacobsen T422D Turfcut Mower	Serial#6765

A-14 RESOLUTION ESTABLISHING AN ENERGY AGGREGATION PROGRAM PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003 N.J.S.A. 48:-93.1 TO 98. The Energy Aggregation Program will establish a competitive market place through deregulation and restructuring the electric utility market by increasing competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing any interruption in service. At their discretion, Gloucester County municipalities may by resolution join this energy cooperative if they determine it is in the best interest of their tax payers.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY REGARDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE AND/OR HAZARD MITIGATION PROGRAMS FOR PRESIDENTIALLY DECLARED MAJOR DISASTERS. The New Jersey Office of Emergency Management (NJOEM) announced a web-based tool for FEMA grant funding related to disaster and future declarations. It will also be used to apply for reimbursement of recovery dollars. To access this system, each entity is required to enter into an agreement with NJOEM. NJOEM will provide training and support for this system. There is no cost to participate.

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION TO CONTRACT WITH VARIOUS REGISTERED EDUCATIONAL AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE INVESTMENT ACT ADULT AND DISLOCATED WORKER PROGRAM FUNDS AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2013 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$600,000.00 EACH YEAR. This Resolution authorizes the County to enter into contracts with numerous occupational training vendors (proprietary schools) to provide eligible individuals with occupational skills thus leading to employment and self sufficiency. All customers seeking these services are determined eligible and suitable for training by Certified Employment Counselors located at the Gloucester County One Stop Career Center. All training vendors must be approved by the New Jersey Department of Labor's, Center for Occupational Employment Information and appear on the state's "Eligible Training Provider List". www.njtopps.com. This is a "blanket" Resolution since we cannot identify all training vendors our customers may choose to attend and new training vendors are continuously added to the State's Eligible Training Provider's List. Traditional training vendors have been sent contracts for completion and as they are returned, they will be forwarded to the Purchasing Department for appropriate approval and signature. As new Training Vendors are identified, the same procedure will be followed. These dollars are identified as WIA Adult, WIA Dislocated Worker and Work First NJ funds. We anticipate spending a maximum of \$600,000.00 during the first year (July 1, 2013 thru June 30, 2014) to provide occupational skill training to eligible county residents. The maximum amount of training dollars per individual is \$4,000.00. This would be equivalent to 150 individuals being trained through these three funding streams. If additional training dollars are received, the above figures will increase and an addendum will be completed to indicate the change.

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME AND WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS GRANT IN THE AMOUNT OF \$1,705,208.00 FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014. This Resolution authorizes the execution of any documents necessary related to the CDBG/HOME and Washington Township Entitlement Programs in the amount of \$1,705,208.00. Funds are for the development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income from

September 1, 2013 to August 31, 2014 with an expectation of \$1,094,145.00 in County CDBG funds, \$455,741.00 in HOME funds, and \$155,322.00 in Washington Township CDBG Funds.

C-3 RESOLUTION AUTHORIZING A ONE YEAR RENEWAL CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES FOR AN ALTERNATIVE/COMMUNITY WORK EXPERIENCE PROGRAM WITH JOB SEARCH AND TRAINING ACTIVITIES IN AN AMOUNT NOT TO EXCEED \$160,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014. This is a renewal contract with St. John of God Community Services which will allow the Workforce Investment Board & One-Stop Career Center to provide an Alternative Work Experience Program (AWEP) along with short term job training, job search and job retention services from July 1, 2013 to June 30, 2014 in an amount not to exceed \$160,000.00. There will be 60 slots available on a rotating basis in an open entry open exit environment. The population to be served will be the Work First New Jersey participants which includes those individuals who receive TANF (Temporary Assistance to Needy Families), GA (General Assistance) and SNAP (Supplemental Nutrition Assistance Program). The program will help with our Federal Participation rate in that these individuals will be in a "to work" countable activity and will eventually be self-sufficient. To date, St. John of God has a 90-95% performance rate with a 35% job placement rate. These performance benchmarks include participants who have completed life skills, obtained unsubsidized employment, and achieved a 90-day job retention rate.

C-4 RESOLUTION AUTHORIZING A ONE YEAR RENEWAL CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER FOR AN ALTERNATIVE/COMMUNITY WORK EXPERIENCE PROGRAM AT THE BOYS & GIRLS CLUB OF GLOUCESTER COUNTY, PAULSBORO, NJ IN AN AMOUNT NOT TO EXCEED \$190,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014. This renewal option is pursuant to the contract awarded through RFP #012-034 AWEP training proposal. This renewal contract with Mid-Atlantic States Career and Education Center is from July 1, 2013 to June 30, 2014 in an amount not to exceed \$190,000. There will be a level of service of 300+ which will allow 25-30 new enrollments per month. This contract will allow the Workforce Investment Board & One-Stop Career Center to provide a Community Work Experience Program (CWEP), previously referred to as an Alternative Work Experience Program (AWEP), along with short term job training, job search and job retention services. The population eligible for this service will be the Work First New Jersey participants which includes individuals who receive TANF (Temporary Assistance to Needy Families), GA (General Assistance) and Supplement Nutrition Assistance Program (SNAP). This program will help with our Federal Participation rate because these individuals will be in a "to work" countable activity and will eventually be self-sufficient. To date, Mid-Atlantic has a 90-95% overall performance with a 37% job placement performance rate. These performance benchmarks include participants who have completed life skills, obtained unsubsidized employment, and achieved a 90-day job retention rate. Please note that this vendor helps those who have been incarcerated/ex-offenders, which includes a large number of the WFNJ participants.

C-5 RESOLUTION AUTHORIZING FINAL CLOSING FOR THE EXCHANGE OF REAL PROPERTY CURRENTLY OWNED BY THE COUNTY DESIGNATED AND KNOWN AS BLOCK 152, LOT 12, TOWNSHIP OF MANTUA. This Resolution will authorize the final closing of the exchange by the County of a parcel of real property currently owned by it, and no longer needed for any public purpose or use, Block 152, Lot 12, in the Township of Mantua (hereinafter the "Property"). The Property will be exchanged with the Barnsboro Inn, LLC (hereinafter "Barnsboro"), consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., and specifically, NJSA 40A:12-16. The County will exchange the Property for all of Barnsboro's right, title and interest in and to vehicular access, via a driveway, or otherwise, for Barnsboro's property, which is contiguous with the Property, which is known as Block 152, Lot 11, in the Township of Mantua, to and from County Route 553A a/k/a Main Street (hereinafter "Main Street"). The County previously closed Barnsboro's driveway on Main Street, and thereby took away Barnsboro's means of vehicular access to and from its restaurant business on Barnsboro's property. This closure was undertaken as part of a County road improvement project along Main Street. The County is legally required to ensure that Barnsboro has access to its property to and from Main Street for its business. Such means of vehicular access was established on a temporary basis initially in, over and across the Property. It is proposed now that the Property be transferred to Barnsboro on a permanent basis, which said transfer of the Property by the County to Barnsboro will facilitate and allow for Barnsboro to have vehicular access to its Property, and the restaurant business. The Local Lands and Building Law requires authorization by the Freeholder Board to undertake the exchange of the Property with Barnsboro.

C-6 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF BLOCK 81, LOT 5.09, FOR THE AMOUNT OF \$2,000.00, LOCATED IN THE TOWNSHIP OF WASHINGTON. This Resolution authorizes acquisition of a Road Easement across a part of the real properties located at 513 Egg Harbor Road, in Washington Township, being known as Block 81, Lot 5.09 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Michael J. Barbuto and Leslie C. Barbuto, husband and wife, (hereinafter "Barbuto"), for the amount of \$2,000.00 (the Property was appraised at \$2,000.00. The cost of the appraisal services for this acquisition was \$2,000.00, and the cost for the negotiation services are \$625.36 to date, Appraisal Report (pages 1-3) attached). This easement is needed for intersection improvements/redesign for the County's project known as "Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County," Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA. All costs associated with this project are 100% Federally funded.

C-7 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT MODIFICATION #1 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED \$539,334.00 FOR COUNTY ROADWAY SAFETY PROJECT 2012. This Resolution will authorize the County to enter into Federal Aid Agreement Modification #1, with NJDOT, (12-DT-BLA-639) available in an amount not to exceed \$539,334.00. Federal Funding for County Roadway Safety Project 2012 for various municipalities, in regard to Federal Project #STP-C00S (339) for the construction of traffic striping, markings, raised pavement markers,

guide rail and flexible delineators on various federal aid county roadways per County Engineering Project 12-04FA. The Agreement Modification reflects an increase in the amount to be reimbursed to the County by NJDOT for additional construction costs incurred by the County. All construction items are fully funded under this agreement.

C-8 RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$30,060.00, FROM JUNE 1, 2013 TO MAY 31, 2014. Resolution authorizing a Joint Funding Agreement with the United State Geological Survey, for a total amount of \$30,060.00, from June 1, 2013 to May 31, 2014, for the Investigation of Water Resources in the County including the operation of one stream gaging station and operation of water level recorders on ground water wells. Station Number 0141156 located on Little Ease Run in Clayton. The agreement also provides continuous ground water level recorders on four (4) Kirkwood-Cohansey Aquifer wells. Data collected for the project is used for hydro geologic investigations (water level mapping) and watershed studies. This is part of the ongoing cooperative effort to evaluate the effects of groundwater withdrawals on the Kirkwood-Cohansey Aquifer system. Information from the project is accessible through the USGS National Water Information System Web Interface. The information is also available from the USGS Real Time Hydrologic Notification Systems entitled Water Alert, Water Now, and Water Watch. The new service enables staff to receive instant stream flow data and groundwater level information.

C-9 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE TOTAL AMOUNT OF \$56,599.00 FOR FISCAL YEAR 2014 TRANSIT SUPPORT PROGRAM. The grant provides funding in the amount of \$38,680.00, with a local in-kind match from the County \$17,919.00, for a total amount of \$56,599.00. The Transit Support Program, formerly the Transportation Systems Planning & Implementation Program, contributes to the County's ability to improve the efficiency of the regions public transportation network by carrying out a comprehensive local transit planning program. The program supports staff to provide comments and recommendations for improvements to the transit network and also gives the County a voice when determining future transit improvements or changes. This grant allows staff to serve on vital steering committees including the Local Citizens Transportation Advisory Board and also on committees dealing with projects managed by agencies including New Jersey Transit, NJ Department of Transportation, the Delaware Valley Regional Planning Commission and the Delaware River Port Authority. Staff will also assist in the update of the 2008 United We Ride Plan this year.

C-10 RESOLUTION AUTHORIZING AN ACCESS AGREEMENT WITH THE PUBLIC SERVICE ELECTRIC & GAS TO ENTER COUNTY PROPERTY IN WEST DEPTFORD TOWNSHIP TO FACILITATE A PRELIMINARY DESIGN PLAN FOR A NEW OVERHEAD TRANSMISSION LINE. The Agreement will permit PSE&G to access an existing PSE&G easement for county planning work though the property is currently housing the County Board of Elections. The agreement will permit PSE&G greater access to their own easement by going through the County Board of Elections paved parking lot rather than accessing directly through Grove Road and along a partially wooded area alongside the railroad, resulting in less environmental disturbance. Any area minimally disturbed on county property will be restored by PSE&G and its agents and sufficient insurance coverage is supplied to address this temporary access. PSE&G has an electrical transmission tower adjacent to the Board of Elections county parking lot with the electrical lines running parallel to the railroad.

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO NEW JERSEY WOMEN, INFANTS AND CHILDREN (WIC) SERVICES IN THE AMOUNT OF \$1,500.00 FROM JUNE 1, 2013 TO SEPTEMBER 30, 2013 FOR THE PROVISION OF THE SENIOR FARMER'S MARKET VOUCHER PROGRAM. This Resolution authorizes the execution of any and all documents necessary to apply to New Jersey Women, Infants and Children (WIC) Services for a mini grant in the amount of \$1,500.00, from June 1, 2013 to September 30, 2013. The funding from this grant will enable the Division of Senior Services to enhance and maintain services by defraying the costs of service delivery of the Senior Farmer's Market Voucher Program for the elderly population in Gloucester County.

D-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FROM JULY 1, 2013 TO JUNE 30, 2014 IN AN AMOUNT NOT TO EXCEED \$328,716.00. This Resolution authorizes the execution of any documents necessary to apply for Local Core Capacity for Public Health Emergency Preparedness Grant, which provides for the upgrading, integrating and evaluating of regional local public health preparedness for, and response to, Bio-Terrorism, outbreaks of other infectious disease, other public health threats and emergencies through a Grant renewal from July 1, 2013 to June 30, 2014 in an amount not to exceed \$328,716.00.

D-3 RESOLUTION AUTHORIZING THE COUNTY TO CHANGE ANY AND ALL DOCUMENTS RELATED TO THE COUNTY'S AGREEMENTS WITH UNDERWOOD-MEMORIAL HOSPITAL TO REFLECT UNDERWOOD'S CHANGE OF NAME TO INSPIRA MEDICAL CENTER WOODBURY, INC. This Resolution authorizes the County to change any appropriate documents in connection with various agreements with Underwood Memorial Hospital to reflect Underwood's change of name to Inspira Medical Center Woodbury, Inc. The County currently has in place with Underwood agreements for various medical services and for the use of its morgue by the Medical Examiner. Underwood has advised the

County of the name change. Therefore, for administrative purposes it is necessary for the County to change any and all appropriate documents to accurately reflect this name change.

D-4 RESOLUTION AUTHORIZING A RENEWAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR THE SPECIAL CHILD HEALTH SERVICES GRANT, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$167,373.00. Resolution authorizing the County's Department of Health, Senior and Disability Services, Division of Disability Services to submit a grant renewal application, State Grant ID # DFHS-14-CSE-021, to the State of New Jersey Department of Health, Division of Family Health Services from July 1, 2013 to June 30, 2014, in the total amount of \$167,373. The grant will allow the Special Child Health Unit of the County's Division of Disability Services to provide Case Management services for children from birth to age 21 who have special health and developmental needs.

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ROBINS' NEST INC. TO PROVIDE ABUSE AND NEGLECT PREVENTION SERVICES, FROM JULY 1, 2013 TO JUNE 30, 2018, IN AN AMOUNT NOT TO EXCEED \$300,000.00 PER YEAR. The award of this contract, per RFP# 013-034, will allow Robins' Nest Inc. to provide Case Management, In-Home Family Preservation, Emergency Food Assistance, Utility Assistance and Rent/Mortgage Assistance and other such services to the County, from July 1, 2013 to June 30, 2018, in an amount not to exceed \$300,000.00 per year, based on funding being made available each year by NJ Department of Children and Families dependent upon availability of funds and approval of County Budget.

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF POLYCOM UNITS TELEVIDEO CONFERENCING SYSTEMS FROM TELE MEASUREMENTS, INC., THROUGH STATE CONTRACT #A81123 FOR A TOTAL CONTRACT AMOUNT OF \$39,049.92. This Resolution authorizes the purchase of Polycom Units (Televideo Conferencing Systems) on an emergency basis in accordance with the Local Public Contracts Law. The Units provide live video and audio presentation involving inmates for Gloucester, Salem and Cumberland Counties, the AOC and the Municipal Courts. The need for this emergency is the uniformity of equipment necessary to provide compatibility among the entities involved. The Units are needed by July 1, 2013, in order to implement inmate housing arrangements to take effect by that time. These Units will be purchased from Tele Measurements, Inc., through State Contract #A81123.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, May 22, 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 – Pull P-1, P-2, and E-1

Approval of the regular meeting minutes from April 10, 2013, and April 24, 2013.

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

Comments: N/A

P-1 Proclamation In Recognition of Bravery and Life Saving Rescue on March 24, 2013 (Chila) (to be presented) – **PULLED**

P-2 Proclamation in Honor of West Deptford High School 17th Annual Gloucester County Consumer Bowl 1st Place Winner (Barnes) (to be presented) - **PULLED**

47573 Proclamation Proclaiming May 2013 As Older Americans Month (Barnes) (previously presented)

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		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger					

Comments: N/A

CLOSE

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

Comments: N/A

47574 RESOLUTION ACKNOWLEDGING SETTLEMENT BY TRAVELERS INSURANCE COMPANY IN THE AMOUNT OF \$15,000.00 IN ACCORDANCE WITH THE INSURANCE CONTRACT, OF THE LITIGATION MATTER ENTITLED ANTHONY BARKER v. GLOUCESTER COUNTY, DOCKET NO. GLO-L-1953.

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

Comments: N/A

47575 RESOLUTION REQUESTING CHANGE IN TITLE, TEXT OR AMOUNT OF APPROPRIATION PURSUANT TO N.J.S. 40A:4-85 (CHAPTER 159, P.L. 1948).

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

Comments: N/A

**47576 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2013.
(AS AMENDED)**

	Motion	Second	Yes	No	Abstain
Nestore			X	13-03171	
Wallace			X	Pgs. 105 & 106 13- 03171(stricken)	
Chila			X		
Simmons	X		X		13-00636
Barnes		X	X		13-00639 13-04137
Taliaferro			X		
Damminger					

Comments: N/A

47577 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$25,580,000.00 OF ITS GENERAL OBLIGATION BONDS, SERIES 2013; AND (ii) \$1,500,000.00 OF ITS COUNTY COLLEGE BONDS, SERIES 2013; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.

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

Comments: N/A

47578 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Red Bank Battlefield Park Interpretive Signage Project - \$4,404.00
- From Midwifery to Yellow Fever: Life and Death at the Whitall House - \$2,976.00
- Community Justice Program - \$61,500.00
- Veterans Transportation - \$33,000.00
- Eye Deal Connection - \$15,000.00
- Personal Assistance Service Program (PASP) - \$43,500.00
- Prevention Services - \$300,000.00
- Megan’s Law - \$7,288.00

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

Comments: N/A

47579 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.

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

Comments: N/A

47580 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		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger					

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47581 RESOLUTION AWARDING A CONTRACT FOR ELECTRIC GENERATION SUPPLY SERVICE FOR PSE&G PRIMARY ACCOUNT, PSE&G STREET LIGHTING, AND ALL ATLANTIC CITY ELECTRIC ACCOUNTS TO HESS CORPORATION, ONE HESS PLAZA WOODBRIDGE, NJ 07095 WITH A CONTRACT AMOUNT NOT TO EXCEED \$1,000,000.00 PER YEAR PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, WHICH CONTRACT SHALL BE EFFECTIVE JUNE 2013 METER READING THROUGH MAY 2015 METER READING.

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

Comments: N/A

47582 RESOLUTION REVISING THE HOMEOWNER REHABILITATION PROCEDURES MANUAL.

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

Comments: N/A

47583 RESOLUTION AUTHORIZING A CHANGE ORDER #01-INCREASE WITH SOUTH STATE, INC. IN THE AMOUNT OF \$48,526.87.

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

Comments: N/A

47584 RESOLUTION AUTHORIZING ACQUISITION OF ROAD EASEMENTS ACROSS A PART OF BLOCK 192.11, LOT 1, FOR THE AMOUNT OF \$3,200.00; BLOCK 81, LOT 5.08, FOR THE AMOUNT OF \$2,000.00; BLOCK 193, LOT 6.01, FOR THE AMOUNT OF \$4,400.00; BLOCK 81, LOT 5.10, FOR THE AMOUNT OF \$2,400.00; AND BLOCK 193, LOT 6.02, FOR THE AMOUNT OF \$5,000.00 ALL LOCATED IN THE TOWNSHIP OF WASHINGTON.

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

Comments: N/A

47585 RESOLUTION AUTHORIZING A CONTRACT WITH NUPUMP CORPORATION IN THE AMOUNT OF \$599,500.00.

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

Comments: N/A

47586 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 FORD F250 2WD PICK-UP TRUCK FROM DFFLM, LLC T/A DITSCHMAN FLEMINGTON FORD LINCOLN MERCURY FOR THE TOTAL AMOUNT OF \$35,361.00.

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

Comments: N/A

47587 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 14-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE FISCAL YEAR 2014 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM GRANT, IN THE TOTAL AMOUNT OF \$59,624.00.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES
FREEHOLDER SIMMONS

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

RESOLUTION AUTHORIZING THE EXECUTION OF SOFTWARE MAINTENANCE AND ADMINISTRATION CONTRACT WITH UNION ORGANIZATION FOR SOCIAL SERVICES / COMMUNITY INFORMATION SYSTEMS (UOSS), FOR A TOTAL CONTRACT AMOUNT OF \$23,000.00, FROM MAY 22, 2013 TO MAY 21, 2014.

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

Comments: N/A

47588 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FOR A TERM FROM JULY 1, 2013 TO JUNE 30, 2014.

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

Comments: N/A

47589 RESOLUTION AUTHORIZING EXECUTION OF GRANT APPLICATIONS WITH NJ TRANSIT FOR A GRANT UNDER THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT, AS AMENDED AND THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS (TOTAL AMOUNT OF \$33,000.00) FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS.

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

Comments: N/A

47590 RESOLUTION AWARDED A CONTRACT TO HOLCOMB BUS SERVICE, INC., FOR TRANSPORTATION SERVICES FOR PERSONS WITH DISABILITIES FROM JUNE 1, 2013 TO MAY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$128,982.00.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47591 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH ATLANTIC COUNTY FOR UTILIZATION OF A PISTOL RANGE FACILITY.

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

Comments: N/A

47592 RESOLUTION AUTHORIZING APPLICATION AND EXECUTION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS (JAG) AND THE STATE FARM GRANT TO BE UTILIZED BY THE OFFICE OF THE COUNTY PROSECUTOR

- THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) - *MEGAN'S LAW* AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT, GRANT NUMBER: JAG 1-11-11, IN THE AMOUNT OF \$7,288.00, FROM APRIL 1, 2013 TO MARCH 31, 2014.
- THE STATE FARM GRANT FOR 2013 FUNDING FOR EDUCATIONAL INSTITUTION OR GOVERNMENT ENTITY FROM SEPTEMBER 1, 2013 TO MAY 31, 2014 IN THE AMOUNT OF \$3,500.00.
- THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, #JAG 3-11-11, IN THE AMOUNT OF \$61,500.00, FROM APRIL 13, 2013 TO APRIL 12, 2014.

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

Comments: N/A

47593 RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF THREE (3) 2012 FORD ECONOLINE CARGO E-350 VANS, FROM PACIFICO MARPLE FORD FOR THE TOTAL CONTRACT AMOUNT OF \$111,377.28.

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

Comments: N/A

47594 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2012 FORD ECONOLINE CARGO E-350 VANS, FROM WINNER FORD FOR A TOTAL CONTRACT AMOUNT OF \$74,134.00.

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

Comments: N/A

47595 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS NECESSARY TO THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR THE COMMUNITY-POLICING-DEVELOPMENT GRANT, CFDA 16.710: PUBLIC SAFETY PARTNERSHIP AND COMMUNITY POLICING GRANTS, IN THE AMOUNT OF \$11,500.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2016.

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

Comments: N/A

47596 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE BEN ROETHLISBERGER FOUNDATION (BRF) C/O THE GIVING BACK FUND FOR THE 2013-2014 BEN ROETHLISBERGER FOUNDATION GRANT, IN THE AMOUNT OF \$5,000.00 TO PURCHASE K-9 TRANSPORTATION INSERTS & HEAT MONITORING ALARMS FOR PATROL VEHICLES FOR THE SHERIFF'S OFFICE.

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

Comments: N/A

47597 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY (NJDHHS), FOR THE FY2014 COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP), IN THE AMOUNT OF \$12,865.00 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					

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47598 RESOLUTION AWARDED CONTRACT TO NICKOLAUS CONSTRUCTION FOR THE REPAIR OF TENNIS COURTS AND BASKETBALL COURTS AT JAMES G. ATKINSON PARK FROM JUNE 3, 2013 TO JUNE 2, 2014 FOR AN AMOUNT NOT TO EXCEED \$61,400.00.

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

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		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger					

Comments:

- Ken Defay, Sewell, had questions regarding the budget for the golf course and the conditions and safety at the park portion of the golf course. He then had a question on the gun range contract.
- Lee Lucas, Gibbstown, had questions about the golf course budget. He also had questions about the jail and the correction officers.

CLOSE

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

Comments: N/A

Adjournment 8:08pm

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

Comments: N/A

**RECOGNIZING THE GLOUCESTER COUNTY NAACP BRANCH 2345
LORETTA WINTERS – CIVIL RIGHTS AWARD**

WHEREAS, founded in 1909, the NAACP is the nation's oldest and largest civil rights organization from the ballot box to the classroom, the thousands of dedicated workers, organizers, leaders and members who make up the NAACP continue to fight for social justice for all Americans; and

WHEREAS, the mission of the National Association for the Advancement of Colored People is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination;

WHEREAS, the vision of the NAACP is to ensure a society in which all individuals have equal rights and there is no racial hatred or racial discrimination; and

WHEREAS, Loretta Winters is the president of the Gloucester County NAACP Branch 2345 and under her vision and leadership Branch 2345 won the 2011 NAACP State Unit Award and the 2011 Youth Council Hands Down Membership Award, has been influential in providing scholarships for minority students, coordinated voter registration drives, and has partnered with local hospitals and businesses for the betterment of the community and civil rights for all; and

WHEREAS, Ms. Winters was most recently the recipient of the Civil Rights Award presented by the National Stop the Violence Alliance, Inc.; 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 congratulate and recognize Loretta Winters and the Gloucester County NAACP Branch 2345 in their role to perpetuate social justice for all Gloucester County residents; and

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 10th day of June, 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 ~
KARL HENRY and JOHN AUSTIN**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize **Karl Henry and John Austin** for their heroic efforts to save the life of another; and

WHEREAS, **Karl Henry and John Austin** are both Corrections Officers with the Gloucester County Department of Correctional Services assigned to the Gloucester County jail; and

WHEREAS, on August 10, 2012, **Officers Karl Henry and John Austin** were in the control room monitoring the jail when inmates alerted them to an issue in one of the pods; and

WHEREAS, **Officers Karl Henry and John Austin** responded to a medical emergency and the officers' quick response and their ability to administer first responder life saving techniques prevented the loss of life; and

WHEREAS, **Officers Karl Henry and John Austin** reflected great credit upon themselves and the Gloucester County Department of Correctional Services and upheld the highest traditions of service in the line of duty.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Officers Karl Henry and John Austin for their heroic efforts and quick response in the line of duty.**

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 Xth day of Month, 2012.

Robert M. Damming
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 of ~
Mark D. Parker
Upon His Retirement
YMCA of Gloucester County

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Mark D. Parker for his 35 years of service with the YMCA of Gloucester County; and

WHEREAS, the YMCA of Gloucester County is dedicated to the development of Spirit, Mind and Body by providing leadership programs and services and financial assistance to Gloucester County residents helping to instill values of caring, honesty, respect and responsibility; and

WHEREAS, Mark D. Parker proved his invaluable skills and dedication to the YMCA of Gloucester County as he was promoted throughout his years of service. He began his career in 1978 as a part-time summer camp bus driver and in 1984, became the fifth CEO/Executive Director in the 101-year history of the YMCA; and

WHEREAS, over the years, Mark has overseen the revitalization of Woodbury's YMCA facilities and the expansion of its programs and services. This included major renovation projects such as gymnasium air conditioning, facility remodeling, development of the fitness center and martial arts facility and significant equipment upgrades; and

WHEREAS, Mark was born and raised in Gibbstown and graduated from Paulsboro High School in 1972. He and Barbara, his wife of 35 years, continue to reside in Gibbstown. Additionally, Mark serves as a Deacon with the Living Hope Worship Center in Logan Township, is a member of the board of directors for the Greater Woodbury Chamber of Commerce and board of directors for Camp Ockanickon, a YMCA resident camp for boys and girls; and

WHEREAS, Mark's dedication and commitment to the goals of the YMCA and to our community have enabled the youth and residents of Gloucester County to develop spiritual and intellectual awareness and positive physical health. His leadership style, his respect for YMCA traditions, strong faith and desire to help others worked together to bring about a strong, well-run organization that will continue well into the future;

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 Mark D. Parker upon his retirement from the YMCA of Gloucester County with special appreciation for his professionalism and dedication to the residents of Gloucester County.

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 26th Day of June, 2013.

Robert M. Damming
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

FM

**HONORING ANNETTE FESTA
FOR HER OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
2013 CHAMBER MEMBER OF THE YEAR**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Annette Festa for receiving the 2013 Chamber Member of the Year Award from the Gloucester County Chamber of Commerce; and

WHEREAS, Annette Festa is the President of Progressive Benefit Solutions, an insurance agency that she started in 2000, specializing in offering corporate and individual clients a competitive platform of benefits and services tailored to each client's benefits portfolio while providing knowledgeable and personalized service; and

WHEREAS, Annette is very active in the industry association, National Association of Health Underwriters, and has participated in the association's Capitol Conference in Washington, educating our local congressmen on the Patient Protection and Affordable Care Act; and

WHEREAS, Annette's background and experience in the insurance industry lends to her intense dedication to each client's benefit portfolio as well as individualized service, and she is very focused on keeping track with all the ongoing changes in healthcare at the national and state level, therefore making her membership to the Gloucester County Chamber of Commerce a great benefit to all the residents and business within our County; 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., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Annette Festa for her outstanding service to the Gloucester County Community by her receiving the "2013 Chamber Member of the Year Award" from the Gloucester County Chamber of Commerce.

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 11th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder Liaison

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

*HONORING DAN RUOTOLO
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD
2013 SMALL BUSINESS PERSON OF THE YEAR*

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Dan Ruotolo for being named 2013 Small Business Person of the Year by the Gloucester County Chamber of Commerce; and

WHEREAS, Dan Ruotolo is currently a partner in three companies that all share a common business culture and operate with a social conscience. He is the managing partner at Tuotolo, Spewak & Co., an accounting firm consisting of seven CPA's including his partner of 16 years, Greg Spewak as well as a partner in Visions In Innovative Accounting, a financial consulting services company, and the Financial Engineering Institute which focuses on research, implementation and training in digital accounting technologies. He is a social entrepreneur with a specialty in accounting, having over 25 years of experience providing accounting, consulting and tax services to small and medium sized businesses and non-profit organizations in the Delaware Valley area; and

WHEREAS, Dan has been involved in developing and running an education and job readiness program for students operating from the Technology Park at Rowan University providing nearly 200 students with practical work experience and instilling in each student the importance of being socially conscious and giving back to their community. In addition to serving the needs of the small business community and individuals, Dan has extensive experience in non-profit organizations including accounting and management information systems and provides consulting and training services to assist organizations in improving their financial and operational management; and

WHEREAS, Dan is a board member on the Rowan University Accounting Advisory Board, Entrepreneurship Forum of Southern New Jersey and the Friends of Rancocas Nature Center as well as a member of community organizations including the Gloucester and Burlington Chambers of Commerce and the Glassboro Rotary; 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 congratulate Dan Ruotolo for his outstanding service to the Gloucester County Community on his being named "2013 Small Business Person of the Year" by the Gloucester County Chamber of Commerce.

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 11th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder Liaison

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

**HONORING EILEEN CARDILE
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD
2013 BUSINESS PERSON OF THE YEAR**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Eileen Cardile for being named 2013 Business Person of the Year by the Gloucester County Chamber of Commerce; and

WHEREAS, Eileen is the President and CEO of Underwood Memorial Hospital, responsible for the executive leadership of a 305-bed Acute Care Hospital, a Sub-Acute Care Facility, Family Health Centers, a Home Healthcare Agency, a Family Practice Residency Program, a Women's Health Center and an Ambulatory Surgery Center; and

WHEREAS, Eileen began her career at the hospital in 1975 as a staff nurse in the ICU-CCU Unit and subsequently progressed through numerous management and administrative positions, resulting in her appointment in 2006 as President and CEO, and under her leadership, a Master Strategic plan was completed, leading to the extension of the hospital's ambulatory network for primary care and women's health services- initiatives that will lead to approximately \$9 million in new revenue and/or expense deductions and in addition, helped guide the merger of Underwood Memorial Hospital with the South Jersey Health System to create the Inspira Health System- a step that will advance the access and improve care for many residents in Gloucester County; and

WHEREAS, Eileen has volunteered for United Way of Gloucester County since 1993, is Chairperson of the Women's Executive Leadership Council at St. Joseph's University, serves on the Policy Development Committee of the New Jersey Hospital Association and the Commission on Women in Gloucester County, and remains active on other boards including the Voluntary Hospitals of America and the Tri County Cancer Society of New Jersey and in 2006 was chosen as one of three women to compete in Gloucester County Dancing with the Stars, raising over \$40,000 for the Underwood Memorial Foundation; 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., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Eileen Cardile for her outstanding service to the Gloucester County Community by her being named Gloucester County Chamber of Commerce "2013 Business Person of the Year".

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 11th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder Liaison

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

**HONORING RYAN HOPELY
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
2013 ROBERT M. BESS MEMORIAL VOLUNTEER YOUTH AWARD**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Ryan Hopely for receiving the 2013 Robert M. Bess Memorial Volunteer Youth Award from the Gloucester County Chamber of Commerce; and

WHEREAS, Ryan resides in Mantua, NJ and attended Centre City Elementary School and J. Mason Tomlin, and Clearview Middle School and High School and has cultivated a love for community service and volunteerism primarily through his schooling, finding the process of analysis and extraction of insight in English class to be the most interesting aspects of his education; and

WHEREAS, Ryan's foremost cause is poverty, and uses his talents and love of the dance workout, Zumba, to help connect with others and fundraise for causes. Ryan is a true example to his peers and personifies what community and volunteerism should be to those of his age and interests; and

WHEREAS, Ryan will be attending Rider University in the fall, majoring in Public Relations, and will be a Bonner Leadership Scholar at Rider requiring him to complete 300 hours of community service a year, therefore taking his love of championing causes and helping others beyond the borders of Gloucester County ; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Ryan Hopely for his outstanding service to the Gloucester County Community by his receiving the "2013 Robert M. Bess Memorial Youth Volunteer Award" from the Gloucester County Chamber of Commerce.

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 11th day of June, 2013.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder Liaison*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

**HONORING SHIJO BENJAMIN
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
2013 ROBERT M. BESS MEMORIAL VOLUNTEER YOUTH AWARD**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Shijo Benjamin for receiving the 2013 Robert M. Bess Memorial Volunteer Youth Award from the Gloucester County Chamber of Commerce; and

WHEREAS, Shijo Benjamin has displayed dedication and leadership, sharing his vast talents and abilities with others- teaching piano to peers in his church, volunteering at the local hospital, and by being a member of the community service based Key Club and a leader in JROTC. On a recent trip to India, Shijo visited a local orphanage and church and worked with mentally disabled children; and

WHEREAS, Shijo Benjamin is a true example of selflessness and service to his community to all his peers and has impressed us all with his fortitude and kind acts; and

WHEREAS, Shijo Benjamin continually gives of himself by visiting the elderly and working with mentally challenged, playing music and putting in many hours of service to many organizations including Veterans, school events, churches and choirs, those with Autism and residents of Assisted Living, exemplifying what it means to be good to others and to take community service to a higher level ; 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., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Shijo Benjamin for his outstanding service to the Gloucester County Community by his receiving the "2013 Robert M. Bess Memorial Youth Volunteer Award" from the Gloucester County Chamber of Commerce.

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 11th day of June, 2013.

*Robert M. Damminger
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder Liaison*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

*HONORING WILLIAM HARKINS
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD
2013 CITIZEN OF THE YEAR*

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor William Harkins for being named 2013 Citizen of the Year by the Gloucester County Chamber of Commerce; and

WHEREAS, William (Bill) resides in West Deptford, Gloucester County and served our country in the Vietnam War, is the recipient of the Purple Heart and has been the Toys for Tots Coordinator for the past 10 years ; and

WHEREAS, Bill's work at Toys for Tots requires months of preparation, of which he gives his time freely and without reserve, distributing toy boxes throughout the County in grocery stores, retail stores, VFW posts and county offices, and organizing the collection of the toys with fellow Marines from Semper Fi Detachment, sorting and logging in the toys according to a child's age; and

WHEREAS, Bill makes numerous trips to Quantico, VA Marine Headquarters to arrange for funds collected nationally and distributed throughout the country used to purchase additional toys, and this year, under Bill's leadership, the organization was able to distribute 48,000 toys to the children of families in need throughout Gloucester County, making it a happy and bright Christmas for all; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate William Harkins for his outstanding service to the Gloucester County Community by being named Gloucester County Chamber of Commerce "***2013 Citizen of the Year***".

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 11th day of June, 2013.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder Liaison*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

**HONORING YMCA OF GLOUCESTER COUNTY
FOR OUTSTANDING SERVICE TO THE COMMUNITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD
2013 NON PROFIT ORGANIZATION OF THE YEAR**

WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor YMCA of Gloucester County for being named 2013 Non- Profit Organization of the Year by the Gloucester County Chamber of Commerce; and

WHEREAS, the YMCA of Gloucester County was established in 1912 by a group of local men who met in Woodbury, NJ and recognized a need for a local chapter of the national organization. The YMCA of Gloucester County is dedicated to the development of Spirit, Mind and Body by providing leadership, programs and services to ALL county residents instilling the Christian ideals of caring, honesty, respect and responsibility ; and

WHEREAS, under the superb leadership of Director Mark Parker since 1978, the YMCA of Gloucester County offers programs and classes for youth development, healthy living for youth and adults alike, and fulfills a commitment to social responsibility by ensuring that every individual has access to the essentials needed to learn, grow and thrive, providing assistance to youths, adults and families based on individual needs and circumstances; and

WHEREAS, the YMCA of Gloucester County is an association of members who come together to build a better future for themselves, their families and the community and we are proud to recognize the organization as an integral part of the fabric of the Gloucester County business community; 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., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate YMC of Gloucester for its outstanding service to the Gloucester County Community by being named Gloucester County Chamber of Commerce "2013 Non- Profit Organization of the Year".

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 11th day of June, 2103.

*Robert M. Damminger
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder Liaison*

*Adam Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

A1

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, TIMOTHY KRULIKOWSKI v. GLOUCESTER COUNTY, C.P. NO. 2006-18993

WHEREAS, the Petitioner, *Timothy Krulikowski*, 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>
Timothy Krulikowski	2006-18993	\$5,090.00 Under Section 20	Inmate altercation

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
CONTRACT WITH QUANTUM HEALTH SOLUTIONS, INC. FOR
THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO
BENEFIT COUNTY EMPLOYEES FROM JUNE 26, 2013 TO JUNE 25, 2014
IN AN AMOUNT NOT TO EXCEED \$33,000.00**

WHEREAS, there is a need by Gloucester County for professional employee assistance to benefit the employees of the County of Gloucester; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that Quantum Health Solutions, Inc. with offices at 14 Park Lake Road, Suite 2, Sparta, NJ 07817, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$33,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Quantum Health Solutions, Inc., for the provision of professional employee assistance to benefit the employees of the County for the period June 26, 2013 to June 25, 2014, for a minimum contract amount of zero and a maximum contract amount of \$33,000.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

FD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
QUANTUM HEALTH SOLUTIONS, INC.**

THIS CONTRACT is made effective this 26th day of June, 2013 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **QUANTUM HEALTH SOLUTIONS, INC.** with offices at 14 Park Lake Road, Suite 2, Sparta NJ 07871, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional employee assistance to benefit the employees of the County; and

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

WHEREAS, 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.** This Contract shall be effective for a period of one year commencing June 26, 2013 and concluding June 25, 2014.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$33,000.00.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #013-032, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #013-032, this contract shall prevail.

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

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

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

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

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

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

The vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 013-032, which is 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #013-032 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a

conflict between this form of contract and the County's RFP #013-032, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #013-032 issued by the County of Gloucester and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 26th 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.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

QUANTUM HEALTH SOLUTIONS, INC.

BY: _____

(Please Print Name)

A2

BASIS OF AWARD

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

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

RFP-13-032 – EAP - Quantum Health Solutions

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u>5</u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. Excellent relevant qualifications, experience and training of personnel.	25
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. Excellent relevant similar engagements.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Proposal provides an excellent plan for performing engagement, demonstrates knowledge of reqs and personnel availability.	25
E. Reasonableness of Cost Proposal <u>20</u> points. Cost is reasonable.	18
TOTALS	98

A3

**RESOLUTION ACKNOWLEDGING THE CITY OF WOODBURY'S
INTENT TO PROVIDE ADDITIONAL BUS STOPS**

WHEREAS, the City of Woodbury serves as the County seat within Gloucester County and thereby generates and experiences a voluminous amount of vehicular and pedestrian traffic; and

WHEREAS, on March 12, 2013 the City of Woodbury adopted Resolution #13-117 which authorized additional bus stops within the City, specifically at **(a) Route 45 Northbound: North Broad Street in front of 200 North Broad Street**, far side of main entrance; and **(b) Route 45 Northbound: Newton Street (north side) at the intersection of North Broad Street and Newton Street**; and

WHEREAS, the placement of additional bus stops within the City of Woodbury, County of Gloucester will assist in serving the needs of County residents as well as benefit the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it does hereby acknowledge the City of Woodbury's intention to provide additional bus stops, as set forth within their resolution adopted on March 12, 2013 attached hereto as Exhibit A, and the Freeholder Director and Clerk of the Board are hereby authorized to execute the City of Woodbury's Resolution #13-117 in order to effectuate this purpose.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A3

RESOLUTION #13-117

RESOLUTION AUTHORIZING ADDITIONAL BUS STOPS

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Woodbury, County of Gloucester, State of New Jersey that pursuant to N.J.S.A. 39:4-8(e) the following described locations are added as bus stops:

ADDITIONAL BUS STOPS

Municipal Roadway

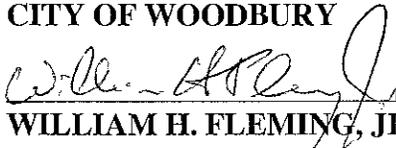
1. **Route 45 Northbound: North Broad Street in front of 200 North Broad Street, far side of main entrance.**
2. **Route 45 Northbound: Newton Street (north side) at the intersection of North Broad Street and Newton Street.**

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Commissioner of Transportation as provided by law.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on May 28, 2013.

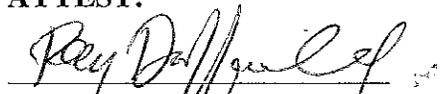
CITY OF WOODBURY

By:



WILLIAM H. FLEMING, JR.
 President of Council

ATTEST:



ROY A. DUFFIELD, Clerk

Director, Gloucester County Board of Chosen Freeholders

Gloucester County Clerk

A4

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2013 as follows:

- (1) The sum of **\$1,500.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program, to be appropriated under the caption of the New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program - *Other Expenses*;
- (2) The sum of **\$3,500.00**, which item is now available as a revenue from State Farm 2013 Funding for Educational Institution or Government Entity, to be appropriated under the caption of State Farm 2013 Funding for Educational Institution or Government Entity - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A5

RESOLUTION AUTHORIZING PAYMENT TO CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS PURSUANT TO N.J.S. 30: 4-60 FOR AN AMOUNT NOT TO EXCEED \$590,000.00 FOR THE YEAR 2013

WHEREAS, pursuant to N.J.S. 30:4-60, the County of Gloucester, through the County Adjusters Office, is required to pay to health service providers for court-ordered inpatient medical treatment for Gloucester County residents; and

WHEREAS, Camden County Health Services Center, as well as any other appropriate hospitals shall be performing the Court-ordered inpatient medical treatment for said Gloucester County residents, as required; and

WHEREAS, the contract shall be for estimated services in an amount not to exceed **\$590,000.00**. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that payment to Camden County Health Services and/or other appropriate hospitals for court-ordered inpatient medical treatment for Gloucester County residents, as required through the Gloucester County Adjuster's Office pursuant to N.J.S. 30:4-60, is hereby authorized in an amount not to exceed **\$590,000.00** for the year 2013; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

ALC

RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO ADDENDUM NO. 7 TO MASTER SERVICE AGREEMENT H-001, BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY REGARDING TELEPHONE SERVICES PROVIDED TO THE SUPERIOR COURT

WHEREAS, the County of Gloucester (hereinafter "County") and the State of New Jersey (hereinafter "State") previously entered into a Master Service Agreement regarding telephone services provided to the Superior Court by the County, and

WHEREAS, the County and the State seek to execute an addendum to said Agreement providing for compensation in the provision of telephone services to the Superior Court, for the time period July 1, 2013 through June 30, 2014; and

WHEREAS, the State shall compensate the County in an amount not to exceed \$158,000.00 for providing said services, which involves the actual cost, including but not limited to employee time and materials, for any service provided such as wiring, relocation, etc., and the proportional share of phone bills, Avaya software and hardware maintenance costs in connection with the court system during the time period stated above.

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 Master Service Agreement Addendum No.7 to Master Service Agreement No. H-001, and any other documents necessary to effectuate the purposes set forth herein in the provision of telephone services for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$158,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

ALP

MASTER SERVICE AGREEMENT ADDENDUM

Addendum No. 7 to

Master Service Agreement No. H-001

1. TERM

a. The method and amount of compensation specified herein shall cover the period from 07/01/13 to 06/30/14, *for the provision of telephone equipment and services* by the County to the State of New Jersey, Superior Courts on behalf of the New Jersey Judiciary, Administrative Office of the Courts ("AOC") and the AOC's reimbursement to the County for said services.

b. If, prior to the expiration of this Addendum, the parties are unable to negotiate pricing for the period from 07/01/14 to 06/30/15, the AOC may, in its sole discretion, determine to extend the term of this Addendum for an additional period that will not exceed thirty days. The AOC shall notify the County, in writing, of its intention to extend the term of this Addendum for the additional period. During the extension period, the County shall continue to provide the services described in the above-referenced Master Service Agreement No. H-001, and the AOC shall pay for these services in accordance with the terms of this Addendum.

2. COMPENSATION

a. All prices quoted herein shall be firm and not subject to increase during the term of this Addendum. In the event that the actual costs incurred by the County during the period of this Addendum are less than the costs reflected in the compensation set forth below, the County shall reduce compensation due the AOC by the dollar amount of the actual cost reduction.

b. As provided in Section 1 of the above referenced Master Service Agreement, the compensation to be paid by the AOC to the County shall be as follows:

- Provide labor and materials needed to maintain connectivity for the States Voice and Data networks. This service includes but is not limited to installing, repairing and troubleshooting problems for the data wiring and voice wiring to the desktop including the phone terminal at a fixed rate of \$8,408.00 per month.
- Proportional share of Verizon phone lines and usage for shared building.
- Avaya software & hardware maintenance cost shared by County and State.
- Not to exceed \$158,000.00.

3. MODIFICATIONS TO THE MASTER SERVICE AGREEMENT

a. The terms and conditions of the above referenced Master Service Agreement remain unchanged and in full force and effect, except as expressly modified below:

Master Agreement No. H-001
Addendum No. 7
County of Gloucester

Page 2 of 2

In Witness Whereof, the parties have caused this Master Service Agreement Addendum to be executed by their duly authorized representatives.

State of New Jersey
Vicinage of Cumberland, Gloucester & Salem Counties

County of Gloucester

By: _____
Assignment Judge

By: _____
Robert Damminger
Freeholder Director

Date: _____

Date: _____

State of New Jersey
Administrative Office of the Courts

By: _____
Shelley R. Webster, Director
Office of Management and Administrative Services

Date: _____

A7

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JUNE 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 June 20, 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 June 20, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending June 20, 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.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending June 20, 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, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION TO REAPPOINT FRANK DIMARCO TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER

WHEREAS, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the current term of Frank DiMarco will expire June 30, 2013.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the reappointment of Frank DiMarco to a three year term which term shall commence July 1, 2013 and shall terminate on June 30, 2016;
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

FRANK J. DIMARCO



OBJECTIVE:

(Request for resume)

Accomplishments:

- Elected four terms to Deptford Township Council
- Elected three terms on Gloucester County Board of Chosen Freeholders.

PUBLIC SERVICE EXPERIENCE

Deptford Township Zoning Board Member: Vice Chair	1997
Deptford Township Council Re-elected to fourth 4-year term (beginning 01-01-10)	1998 to present
Deptford Township Planning Board Member: Class III (1-yr. terms) four re-appointments	1999 to 2002
Deptford Township Recreation Advisory Board Member: Council Liaison (9th one-year term) Duties: Budget; events (scheduling, participating and creating new)	1999 to present
Deptford Township Municipal Drug Alliance Member: Council liaison (Mayor's appointment - 9th term) Duties: Budget; programs & events (scheduling, attending, participating and creating new) Seniors & pharmacist breakfast	1999 to present
Gloucester County Municipal Economic Development Council Member: Deptford Township Liaison	1999-02
Gloucester County Construction Board of Appeals Member: Contractor	2001 to 2002
Order of Sons of Italy in America - Deptford Member: Fiero Italia Lodge #2752 - CHARTER MEMBER Duties: Orator	2000 to 2005

Gloucester County Board of Chosen Freeholders 2003 to 2011

Department: Parks and Government Services

Includes: Parks and Recreation, Pitman Golf Course, Animal Shelter, Department of Corrections, Juvenile Detention, Sheriff's Department, Cultural and Heritage, Surrogates Office and Board of Taxation,

G.C. Dept. of Corrections Citizens Advisory Board 2003 to 2010

Member: Chairman

G.C. Veterans Cemetery Advisory Board 2004 to 2011

Member: Freeholder

N.J.A.C. Board of Directors 2008 to 2011

(New Jersey Association of Counties)

Member: Gloucester County Representative

PROFESSIONAL EXPERIENCE

FRANK DIMARCO / BUILDERS & REMODELING June 1982 to Present
Deptford, NJ

SOLE-PROPRIETOR

EDUCATION

- 1972: High school graduate of Deptford High
- 1973-74: Attended Samuel Fleisher Art Memorial (art courses)
- 1980: Graduate of South Jersey Professional School of Business of Berlin N.J. for Real Estate licensing.
- 1999: Attended Gloucester County College UCC 103 RCS Course for Building Inspector licensure. (Residential; Commercial; Specialist)
- 2001: Attended Rutgers Clinicians Safety Course to teach sports safety
- 2001: Attended Gloucester County College UCC 127 HHS Course for Building inspector licensure. (High-rise, Hazardous Specialist)
- 2004: Attended LORMAN Educational Services seminar for "Zoning And Land Use"
- 2008: Attended The College of New Jersey for **LEAD NJ - LEARN, EXCEL AND DELIVER** certificate program

A9

**RESOLUTION APPOINTING DR. GERALD A. FEIGIN AS THE
MEDICAL EXAMINER FOR THE COUNTY OF GLOUCESTER**

WHEREAS, the term of Dr, Gerald A. Feigin, County Medical Examiner of the County of Gloucester, expires on June 30, 2013; and

WHEREAS, N.J.S.A. 52:17B-83 provides for the appointment of a County Medical Examiner by the Board of Chosen Freeholders for a term of five (5) years; and

WHEREAS, Dr. Feigin satisfies the statutory criteria necessary to serve as a County Medical Examiner.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Dr. Gerald A. Feigin is hereby appointed as County Medical Examiner of the County of Gloucester for a five (5) year term commencing July 1, 2013 and ending June 30, 2018, at a salary determined by the Board of Chosen Freeholder part of which is reimbursed to Gloucester County by other counties participating in the Regionalized Medical Examiner's Office; and

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

A10

RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVAULT SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FOR THE TOTAL CONTRACT AMOUNT OF \$18,505.70 FROM JULY 16, 2013 TO JULY 15, 2014

WHEREAS, there exists a need for the County of Gloucester to contract for the continuation of the Annual Premium for the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) implemented via Quote CSCQ54079, including Upgrades, Disaster Recovery and Data Archiving; and

WHEREAS, the proprietary software value added reseller of the product is Comm Solutions with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$18,505.70 pursuant to CAF#13-05076, which amount shall be charged against budget line item #3-01-20-140-001-20370; and

WHEREAS, this service 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. 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to contract with Comm Solutions for the CommVault Software Premier Support Coverage and Remote Operations Management Service for total contract amount of \$18,505.70 effective July 16, 2013 to July 15, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A10

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMM SOLUTIONS**

THIS CONTRACT is made effective this 16th day of July, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the continuation of our CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) implemented via Quote CSCQ54079 including Upgrades, Disaster Recovery and Data Archiving; 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. 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 the CommVault Software Premier Support Coverage and ROMS (Remote Operations Management Service) for the period commencing July 16, 2013 and concluding July 15, 2014.
2. **COMPENSATION.** The total contract amount is \$18,505.70. It is agreed and understood that acceptance and final payment to Contractor 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 the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week, and ROMS (Remote Operations Management Service) including Upgrades, Disaster Recovery and Data Archiving. The details of the services to be performed are set forth on the attached Vendor's Quote #CSCQ54079.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, if any, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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. **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.
12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at 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.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, County's Description of Services, Vendor's quote and Vendor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Vendor's quote and Vendor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

THIS CONTRACT is effective as of this 16th day of July, 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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMM SOLUTIONS

BY: _____

(Please Print Name)

A10

David Barnes
 Account Executive
 610-644-5155
 Fax: (610) 889-0484
 dbarnes@commsolutions.com



140 Quaker Lane
 Malvern, PA 19355
 800-795-7559

QUOTE

Date	Quote #
05/03/13	CSCQ54079

Send To: COUNTY OF GLOUCESTER
 GEORGE GRASSO
 115 BROAD STREET
 WOODBURY, NJ 08096
 United States

 Phone: (856)853-3374 Ext 100
 Fax:

Ship To: COUNTY OF GLOUCESTER
 GEORGE GRASSO
 1 NORTH BROAD STREET
 WOODBURY, NJ 08096
 United States

 Phone: (856)853-3374
 Fax:

CommCell ID #: F832C

Terms	Rep	P.O. Number	Ship Via
Net 30	David Barnes		BESTWAY

#	Qty	Description	Unit Price	Ext. Price
1.		Term Date: 7/16/2013 - 7/15/2014		
2.		LICENSED PRODUCTS Quantity DESCRIPTION 1 Admin /Web Server Node 3 CAL- Content Director Consolidated Client 3 CIE- Offline Data Client connector per host 1 CommCell Disaster Recovery License 1 CommServe 2 DA-Active Directory 1 DA-Exch MB/DB/PF/WF 1 DA-Exchange Compliance Archiver add-on 3 DA-SQL 17 DA-Windows FS client 1 Disk LMS 1 Drive Management Software 1 Index Node 4 Media Agent (Windows) 5 ROMS Client License - PLATINUM 1 ROMS CommServe 1 ROMS Media Agent 10 Std Disk 1TB CommCell Capacity License 1 Tape LMS		
3.	1	S-PREM-RNWL CommVault Software Premier Support Coverage:(24 hours a day, 7 days a week) & ROMS: Remote Operations Management Service: LICENSED PRODUCTS Quantity DESCRIPTION 1 Admin /Web Server Node 3 CAL- Content Director Consolidated Client 3 CIE- Offline Data Client connector per host 1 CommCell Disaster Recovery License	\$18,505.70	\$18,505.70

#	Qty	Description	Unit Price	Ext. Price
		1 CommServe		
		2 DA-Active Directory		
		1 DA-Exch MB/DB/PF/WF		
		1 DA-Exchange Compliance Archiver add-on		
		3 DA-SQL		
		1 DA-Virtual Infrastructure Host		
		37 DA-Windows FS client		
		1 Disk LMS		
		1 Drive Management Software		
		1 Index Node		
		4 Media Agent (Windows)		
		10 Std Disk 1TB Tier-A CommCell Capacity License		
		1 Tape LMS		

Please reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 889-0484.

Please send your quote requests to "quotes@commsolutions.com".

SubTotal	\$18,505.70
Sales Tax	\$0.00
Shipping	
Total	\$18,505.70

JLM

A10

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

Certificate of Availability of Funds

TREASURER'S NO. 13-05076 DATE 6/05/13

3-01-90-140-001-20370

BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT IT

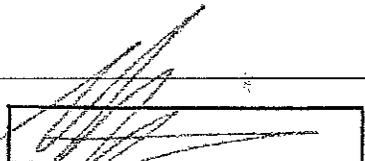
AMOUNT OF CERTIFICATION \$ 18,525.70 COUNTY COUNSEL EMMETT PERINIS

DESCRIPTION: Annual Renewal for CommVault Software Premier Support Coverage (24 Hours a Day, 7 Days a Week) & RONS (Remote Operations Management Service)

VENDOR: Comm Solutions

ADDRESS: 140 QUAKER LANE
MALVERN, PA 19355

William Jay
DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED _____

6/26/13
Completed
11/2/13

Am

**RESOLUTION TO CONTRACT WITH STORAGE ENGINE, INC.
FOR ANNUAL LICENSE FEES AND MAINTENANCE ON OUR PROPRIETARY
LASERFICHE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM FROM
JULY 7, 2013 TO JULY 6, 2014 FOR A TOTAL AMOUNT OF \$28,629.20**

WHEREAS, the County has a state certified Electronic Document Management System (EDMS) for the storing and indexing of electronic documents; and

WHEREAS, annual fees for 42 full licenses and 32 read only licenses are required as well as software maintenance for all County Departments utilizing the system; and

WHEREAS, the proprietary software value added reseller of the product is Storage Engine, Inc. with offices at One Sheila Drive, Tinton Falls, New Jersey 07724; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$28,629.20 pursuant to CAF #13-05415, which amount shall be charged against budget line item #3-01-20-140-001-20370; and

WHEREAS, this service 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. 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to contract with Storage Engine, Inc. for annual maintenance and license fees for the County's state certified EDMS for the total contract amount of \$28,629.20 effective July 7, 2013 through July 6, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A 11

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
STORAGE ENGINE, INC.**

THIS CONTRACT is made effective this 7th day of July, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.**, (a New Jersey Corporation) with offices at One Sheila Drive, Tinton Falls, New Jersey 07724, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for maintenance and license fees on our proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; 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. 40A:11-5(1)(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 annual license fees and software maintenance for our proprietary Laserfiche Electronic Document Management System for the period commencing July 7, 2013 and concluding July 6, 2014.
2. **COMPENSATION.** The total contract amount is \$28,629.20. It is agreed and understood that acceptance and final payment to Contractor 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 maintenance and annual license fees for our proprietary Laserfiche Electronic Document Management System. The details of the services to be performed are set forth on the attached schedule per Vendor Quote#Gloucester_LSAP6032013 and Terms and Conditions.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, if any, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at 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.

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

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, County's Description of Services, Vendor's quote and Vendor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Vendor's quote and Vendor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

THIS CONTRACT is effective as of this 7th day of July, 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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STORAGE ENGINE, INC.

BY: _____

(Please Print Name)

111



One Sheila Drive
Tinton Falls, NJ 07724
Tel: 866-734-6899 x243
FAX: 732-747-6542
bobr@storageengine.com

CUSTOMER

Contact: David Brice
Name: County of Gloucester
Address: 1 North Broad St.
City, State, Zip: Woodbury, NJ 08008
Phone: 856-251-6752
Fax:
E-Mail: dbrice@co.gloucester.nj.us

SHIP TO:

Contact: same
Name:
Address:
City, State, Zip:
Phone:
Fax:
E-Mail:

Quote #: GLOUCESTER_LSAP06032013

Quote Expiration: 30 Days

QTY	PRODUCT	DESCRIPTION	Unit MSRP	Extended MSRP	Disc	Total Discounted Price
42	SEISYS-FXB	Laserfiche (LF) Full User United LSAP	\$ 150.00	\$ 6,300.00	5%	\$ 5,985.00
32	SEISYS-RXB	LF Retrieval User United LSAP	\$ 60.00	\$ 1,920.00	5%	\$ 1,824.00
1	SEISYS-QF-C1B	LF QF-Forms Combo LSAP	\$ 2,000.00	\$ 2,000.00	5%	\$ 1,900.00
2	SEISYS-QF-8B	LF QF-Real Time Lookup LSAP	\$ 100.00	\$ 200.00	5%	\$ 190.00
2	SEISYS-QFB	LF Quick Fields LSAP	\$ 120.00	\$ 240.00	5%	\$ 228.00
1	SEISYS-S45B	LF RME Ent Server-MS SQL LSAP	\$ 6,400.00	\$ 6,400.00	5%	\$ 6,080.00
1	SEISYS-WA2B	LF Web Access Enterprise LSAP	\$ 3,190.00	\$ 3,190.00	5%	\$ 3,030.50
1	SEISYS-97831UB	LF WebLink Enterprise LSAP	\$ 3,190.00	\$ 3,190.00	5%	\$ 3,030.50
1	SEISYS-WFSB	LF WorkFlow (10 User) LSAP	\$ 3,000.00	\$ 3,000.00	5%	\$ 2,850.00
5	SEISYS-WFAB	LF WorkFlow Additional User LSAP	\$ 60.00	\$ 300.00	5%	\$ 285.00
1	SEISYS-QF-1B	LF ScanConnect LSAP	\$ 33.00	\$ 33.00	5%	\$ 31.35
1	SEISYS-QF-10B	LF ScanConnect 10 PKT LSAP	\$ 183.00	\$ 183.00	5%	\$ 173.85
2	SEISYS-97840UB	Plus Plug In LSAP	\$ 1,590.00	\$ 3,180.00	5%	\$ 3,021.00
TOTAL MSRP:			\$ 30,136.00	Disc. Total		\$ 28,629.20

Notes: 1) LSAPs expire 7/30/14. 2) Pricing discount above exceeds GSA pricing levels. 3) All LSAPs are for one year unless noted otherwise. 4) FXB includes Snapshot and E-Mail Plug In LSAP. 5) RXB includes E-Mail Plug-In LSAP.

X: _____		Purchase Order No.:	
Authorized Signature		DATE:	
DELIVERY: 21 Days ARO	SEI CONFIDENTIAL	Prepared by: Bob Rozinski	
F.O.B. Tinton Falls, NJ		Phone: 732-747-6895 x243	
Terms: Net 30		Fax: 732-747-6542	
Date of Quote:	3-Jun-13	E-Mail: bobr@storageengine.com	
Storage Engine, Inc. Standard Terms and Conditions Apply			

TERMS & CONDITIONS

This agreement is between you the Buyer and Storage Engine, Inc., of Tinton Falls, N.J.

1. PRICES

Storage Engine Products are comprised of (1) third party products which are covered under the respective manufacturer warranty and (2) Storage Engine designed proprietary products. Retail prices for Storage Engine Products shall be in accordance with the standard Storage Engine Price List in effect at the time Storage Engine accepts a purchase order from BUYER or as specified on an authorized Storage Engine quotation in force at the time the order is placed at Storage Engine's sole option. Storage Engine prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or business taxes now in force or enacted in the future (collectively "Taxes"). BUYER agrees and acknowledges that it is responsible for payment of any and all Taxes. Notwithstanding the preceding sentence, in the event that Storage Engine is required to pay or tender any such payment with respect to Taxes, BUYER shall reimburse Storage Engine for such amount and any costs associated thereto. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, the BUYER will obtain and pursue such certificate, document or proceeding, present this to Storage Engine prior to shipment and hold Storage Engine harmless from liability arising therefrom.

2. DELIVERY

A. Delivery will be made F.O.B., Storage Engine's plant, Tinton Falls, New Jersey. The time of delivery is the time when the Storage Engine product to be delivered is ready for pickup by the carrier. Storage Engine Products held or stored for the BUYER shall be at the sole risk of the BUYER. The BUYER shall also be liable for the expense of holding or storing such products at his request and for the purchase of any shipping insurance.
B. Storage Engine shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to: elements, acts of God, acts of the BUYER, acts of civil or military authority, strikes, fires or floods, or epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, vehicle shortages, delays in transportation, delays in delivery by Storage Engine's vendors, or any other causes beyond the reasonable control of Storage Engine. The delivery date shall be deemed extended for a period of time equal to the time lost due to any delay reasonable under this clause.

C. Ownership of the products (not including certain licensed software products and documentation) shall pass to the BUYER upon delivery by Storage Engine. However, Storage Engine shall retain a purchase-money security interest in all such products sold pursuant to this Agreement, together with all parts, fittings, accessories, special tools, renewal and replacements, now or hereafter acquired by BUYER and to the proceeds thereof until the full purchase price and all other amounts due or to become due to Storage Engine shall have been paid. The BUYER agrees to execute appropriate financing statements or other documents as Storage Engine may deem necessary to protect its security interest and to pay all expenses for recording thereof. Upon any default by the BUYER under this Agreement, Storage Engine shall have all of the rights and remedies of a second creditor under the Uniform Commercial Code or other applicable laws and equity, which rights shall be cumulative.

3. SOFTWARE LICENSE

All software and related documentation provided as part of this order is subject to the terms and conditions of the Storage Engine Software License Agreement attached hereto and made a part hereof.

4. SHIPMENT

In the absence of specific instructions, Storage Engine will select the carrier, but such carrier shall not be the agent of Storage Engine, nor shall Storage Engine assume any liability or cost with regard to the shipment.

5. PAYMENT TERMS

Terms are net cash upon delivery, except where satisfactory open account credit is established, in which case terms are net 30 days from date of invoice. Storage Engine reserves the right to revoke any credit extended at Storage Engine's sole discretion. Invoices will be issued on delivery and, in case of authorized deliveries in installments, the BUYER agrees to pay such invoices when due regardless of other scheduled deliveries.

6. DOCUMENTATION

Storage Engine will supply documentation applicable to the Storage Engine products ordered and normally supplied at no charge with Storage Engine product. Such documentation shall include a set of operator's instructions. The BUYER acknowledges that all Storage Engine documentation and software or any and all third party documentation and software which is distributed by Storage Engine may only be used by BUYER pursuant to certain license agreements. Each applicable license agreement must be executed by the parties as a condition precedent to BUYER's use. BUYER agrees to abide by such terms and conditions and indemnify Storage Engine for any breach of its obligations contained therein.

7. DATA, PROPRIETARY RIGHTS IN DATA

Storage Engine normally supplies data for the proper installation, testing, operation and maintenance of its products. Portions of this data are proprietary to Storage Engine and other specified third parties and are covered by copyright, trademark, patent, trade secret and other intellectual property laws and may contain certain markings and legends. The BUYER agrees to treat such data as proprietary to Storage Engine and to such specified third parties and shall be bound by the terms of such markings and legends. BUYER agrees and acknowledges that it shall be liable for all losses or damages incurred by Storage Engine as a result of the improper or unauthorized use or misuse of such data or failure to comply with the terms of such markings or legends. Storage Engine retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any products specified, and any and all applicable copyrights, and to all discoveries, inventions, patent rights including all improvements and derivatives thereof, whether old or new, in connection with any and all applicable agreements between the parties and to any and all products developed as a result thereof, including the sole right to manufacture or to have manufactured or to license the manufacture of any and all such products.

8. PATENT INDEMNITY

As to Storage Engine-designed proprietary products, Storage Engine, at its own expense, will defend any suit against the BUYER for infringement of any duly-patented United States patent existing as of the time that BUYER orders such Storage Engine-designed proprietary products based on BUYER's use of such Storage Engine-designed proprietary products as specified in any applicable documentation provided. The BUYER notifies Storage Engine promptly in writing of any action (and all prior claims relating to such action) and gives Storage Engine sole control of the defense of any such action and all negotiations for its settlement or compromise, and is in compliance with the terms and conditions of this document as well as any related license executed between the parties.

Exception: Storage Engine assumes no obligation to defend, or liability for any damages (including direct, consequential or incidental damages) resulting from infringements to any non-Storage Engine proprietary products or the use of any Storage Engine designed proprietary products in combination with any third party products (including hardware and software) or any and all modifications and/or alterations to the Storage Engine-designed proprietary products.

In its option, Storage Engine may at any time replace or modify any Storage Engine-designed proprietary products so that they become non-infringing, provided, however, such replacement or modification does not materially affect performance of the product. No costs or expenses shall be incurred for the account of Storage Engine without Storage Engine's written consent. In no event shall Storage Engine's total liability under this clause exceed the purchase price of such alleged infringing product. The foregoing shall be the entire liability of Storage Engine with regard to patent infringement.

BUYER shall indemnify and hold harmless Storage Engine from any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Storage Engine to the extent it is based on a claim that the use, manufacture or sale of any product delivered hereunder or modified, altered or combined by BUYER or any third party with equipment, devices, or software not supplied and authorized by Storage Engine constitutes an infringement based on such claim by BUYER or any third party.

9. PURCHASE ORDERS AND FORECASTS

BUYER shall submit to Storage Engine the following materials: (a) BUYER'S Initial Purchase Order covering Products and (b) BUYER'S Initial Forecast of Products it will order during the Term. Quarterly updates and, if requested, periodic interim updates of the Initial Forecast shall be submitted by BUYER to Storage Engine (where applicable). The Initial Purchase Order and updates will purchase orders that reference and incorporate the terms and conditions set forth herein and shall set forth the products ordered, applicable prices, scheduled delivery dates, and shipping instructions. All purchase orders are subject to acceptance by Storage Engine, which shall be deemed to have occurred upon the signing by a duly-designated officer of Storage Engine of the purchase order.

10. CONFIDENTIAL INFORMATION

BUYER acknowledges that this access to and shall become familiar with secret and confidential information of Storage Engine which is required to be maintained as secret and confidential to ensure the continued success of Storage Engine. With a prior written consent of Storage Engine, BUYER will not disclose to any person or entity any such confidential information. The term "confidential information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure to BUYER or its representatives, (ii) was available to BUYER on a non-confidential basis prior to its disclosure to BUYER by Storage Engine or its representatives, or (iii) becomes available to BUYER on a non-confidential basis from a source other than Storage Engine or its representatives, provided, however, that such source is not bound by a confidentiality agreement with Storage Engine or its representatives.

11. WARRANTY

A. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH WITHIN STORAGE ENGINES WARRANTY POLICY, STORAGE ENGINE GRANTS NO WARRANTIES, EITHER EXPRESSED OR IMPLIED ON PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORAGE ENGINE BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS OF BUYER RESULTING FROM OR ARISING OUT OF BREACH OF THIS WARRANTY AND/OR USE OR FAILURE OF THE ABOVE SPECIFIED PRODUCTS WHETHER OR NOT STORAGE ENGINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STORAGE ENGINE'S LIABILITY HEREUNDER EXCEED AMOUNTS RECEIVED BY STORAGE ENGINE FROM BUYER FOR SUCH SPECIFIED PRODUCT. This warranty is contingent upon proper use of the Storage Engine Products and does not cover such products that have been misused or modified by any third party or which have been subjected to unusual physical or electrical stress, or which the original identification marks have been removed or altered.

12. ACCEPTANCE OF COMPUTERS AND COMPUTER OPTIONS

The criterion for acceptance of Storage Engine Products, computers and computer options shall be the successful operation of the equipment using Storage Engine's standard test procedures and programs applicable to the system involved. Storage Engine does not include demonstrations or testing of any computer software system as part of computer acceptance tests. All acceptance tests shall be run by Storage Engine personnel at Tinton Falls, New Jersey, if so requested in writing, and upon Storage Engine's approval, not to be unreasonably withheld, the BUYER will receive a minimum of 24 hours notice to witness the tests.

13. SUBSTITUTIONS AND MODIFICATIONS

Storage Engine reserves the right to make substitutions and modifications in the specifications of equipment designed by Storage Engine providing that such substitutions or modifications will not materially affect performance of the equipment.

14. CANCELLATIONS

The BUYER shall be liable for the payment of reasonable cancellation charges, which shall not exceed the retail price of the items cancelled and including but not limited to expenses already incurred by Storage Engine, actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit.

For purposes of this paragraph, any delivery duty requested by BUYER will be considered a cancellation unless agreed to in writing by an authorized representative of Storage Engine by acknowledgment of a purchase order amendment that specifies the payment of any agreed upon costs such duty imposes on Storage Engine.

15. GENERAL

All valid contract binding upon Storage Engine will come into being only at the time a formal written acceptance of the order is dispatched to the BUYER by a duly authorized agent of Storage Engine at Tinton Falls, New Jersey. This contract is made in, governed by, and shall be construed in accordance with the laws of the State of New Jersey. This contract is not assignable and any attempt to assign any rights, duties or obligations under this contract will be void. All Storage Engine rights and remedies, whether extended hereby or by any other contract, instrument or paper shall be cumulative and may be exercised singly or concurrently. In the event either party shall on any occasion fail to perform any term of this contract and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

16. MODIFICATION

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the BUYER for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized officer of Storage Engine at Tinton Falls, New Jersey.

SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

Applicable to the Sale of Products for U.S. Government End-Use

The following clauses set forth in the Armed Services Procurement Regulations, as in effect on the date hereof, are incorporated herein when a Government contract number is specified on this contract. In the clauses marked with "*", the term "Contract" shall mean "Order" and "Contracting Officer" shall mean BUYER or the Government. If the contract is placed under a National Aeronautics and Space Administration prime contract, reference to ASPR clauses below shall mean in the order that be deemed to have reference to the equivalent, if any, NASA PR clauses.

8-04.6

7-103.2

7-103.13

7-103.16

7-104.15

In addition to the above, Storage Engine certifies that its facilities are non-segregated and Storage Engine is an Equal Opportunity Employer.

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

All

Certificate of Availability of Funds

TREASURER'S NO. 13-05415 DATE 6/10/13

#301-20-140-001-20370

BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT I.T.

AMOUNT OF CERTIFICATION \$28,629.20 COUNTY COUNSEL Emmett Peimas

DESCRIPTION: Annual License Fees and Maintenance on Proprietary Laserfiche Electronic Document Management System to cover one year contract as of 7/07/13 to 7/06/14.

VENDOR: Storage Engine Inc.

ADDRESS: One Sheila Drive

Tinton Falls, NJ 07724

William Ray
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-13-13

Freeholder Meeting
6/26/13

A12

RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS PROPERTY, PER STATE CONTRACT #A83453, INDEX #T2581 ON A COMMISSION BASIS FROM JUNE 26, 2013 TO JUNE 25, 2014

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through a State Contract without the need for public bidding and New Jersey State Contract #A83453 provides for the sale of surplus property through GovDeals Online Auctions; and

WHEREAS, the County of Gloucester (hereinafter the "County") seeks to sell certain surplus property; and

WHEREAS, it has been determined that the County can sell the property through GovDeals Online Auction under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00, the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell surplus property through GovDeals Online Auctions pursuant to State Contract #A83453 under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00 the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A13

RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T2581

WHEREAS, N.J.S.A. 40A:11-36 permits counties and other governing bodies to sell property no longer needed for public use and the County of Gloucester has such property and desires to sell it; and

WHEREAS, The sale of surplus property is being conducted pursuant to Local Finance Notice 2008-9 utilizing GovDeals Online Auctions via State Contract #A83453/T2581; and

WHEREAS, A list of the surplus property to be sold is as follows:

1996 Ford Truck	-	Vin #1FDL47F9TEA06945
2004 Ford F250 Pickup	-	Vin #1FTNX21L74ED45251
2000 Plymouth Voyager Van	-	Vin #2P4GP44R3YR575572Z
2003 Ford E450 Bus	-	Vin #1FDXE45FX3HA82244
2006 Ford E450 Bus	-	Vin #1FDXE45P96DA68601
2006 Ford E450 Bus	-	Vin #1FDXE45P26HB01625
2002 Dodge Intrepid	-	Vin #2B3HD46RX2H246672
1998 Ford F250	-	Vin #2FTPF28L8WCB03529
1998 Ford F250	-	Vin #2FTPF28L6WCB03528
1998 Ford Escort	-	Vin #1FAFP10P6WW238245
1997 Ford Taurus	-	Vin #1FALP52U4VA313212
1997 Mercury Sable Wagon	-	Vin #1MELM55U2VA648644
1997 Ford Crown Victoria	-	Vin #2FALP71W8VX202166
1990 Chevy Dual Wheel Pickup	-	Vin #1GCHR33K1LF300767
2010 Ford Crown Victoria	-	Vin #2FABP7BV1AX101529
1996 Dodge Caravan	-	Vin #1B4GP44R9TB465330
2003 Ford E450 Bus	-	Vin #1FDXE45F13HA82245
2003 Ford E450 Bus	-	Vin #1FDXE45F53HA70700
1997 Pontiac Gran Prix	-	Vin #1G2WJ52K5VF256243
International Harvester Backhoe		Serial#37600
2001 National Mower		Serial#7337
1995 Jacobsen T422D Turfcut Mower		Serial#6765

WHEREAS, the surplus property is being identified above is being sold in an "as-is" condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell the above government surplus property through GovDeals Online Auctions pursuant to State Contract #A83453.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AM

**RESOLUTION ESTABLISHING AN ENERGY AGGREGATION PROGRAM
PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003,
N.J.S.A. 48:-93.1 TO 98**

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric utility market; and

WHEREAS, the establishment of government aggregator and an energy aggregation program to purchase electric generation service pursuant to N.J.S.A. 48:3-93.1 et seq. and N.J.A.C. 14:4-6.1 et seq. will increase competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing any interruption in service; and

WHEREAS, under the aggregation process, the residential and non-residential ratepayers may likely receive a direct reduction in their electric bills; and

WHEREAS, the citizens of Gloucester County have a substantial economic and social interest at stake; and

WHEREAS, Gloucester County hereby finds that it is in the best interests of residential and non-residential electric ratepayers to enter into an aggregation agreement in order to seek substantial savings on electric rates.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester, publicly declares its intent to become an aggregator of electric power on behalf of its residential and non-residential users of electricity pursuant to the Government Energy Act of 2003, N.J.S.A. 48:3-91.3 to 98, and implementing regulations; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders of the County of Gloucester will utilize Jersey Energy Group's Reverse Energy Auction Platform pursuant to the NJ E-PROCUREMENT pilot program (P.L. 2001, c.30) under the NJ Department of Community Affairs. The Reverse Energy auction will seek bids from licensed and appropriate third party suppliers. If such winning bid is selected and agreement executed, individual residential consumers would retain the option not to participate and to choose any alternatives they desire, while non-residential ratepayers would also have the right to participate; and

BE IT FURTHER RESOLVED, that the Director of the Board and Clerk of the Board be and are hereby authorized to execute, if necessary, any contract or other document necessary to effectuate the award of this contract through the Energy Aggregation Program.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

BI

**RESOLUTION AUTHORIZING THE COUNTY TO ENTER
INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW
JERSEY REGARDING FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
PUBLIC ASSISTANCE AND/OR HAZARD MITIGATION PROGRAMS FOR
PRESIDENTIALLY DECLARED MAJOR DISASTERS**

WHEREAS, the New Jersey Office of Emergency Management (NJEOM) announced the release of a new web-based tool for Federal Emergency Management Agency (FEMA) grant funding; and

WHEREAS, in order to gain access to this grant tool a Memorandum of Understanding must be executed with the NJEOM and the County; and

WHEREAS, NJEMGrants.org will be the one stop FEMA Public Assistance and Hazard Mitigation Grant program, this disaster management tool will be used to support open disasters and future declarations; and

WHEREAS, the NJOEM, on behalf of the State of New Jersey is the grantee receiving funding under FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and Clerk of the Board be and are hereby authorized to execute a Memorandum of Understanding between the County of Gloucester and New Jersey Office of Emergency Management in order to access the web-based tool.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

Memorandum Of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING
BY and BETWEEN
THE STATE OF NEW JERSEY
AND
County of Gloucester

This Memorandum of Understanding (Agreement), made and entered into between the New Jersey Office of Emergency Management, hereinafter referred to as the "NJOEM," and

County of Gloucester

officially domiciled at

2 South Broad Street, Woodbury, NJ 08096

hereinafter referred to as the Subgrantee relating to application for grants under the Federal Emergency Management Agency (FEMA) Public Assistance and/or Hazard Mitigation programs for presidentially declared major disasters.

WHEREAS, The NJOEM, on behalf of the State of New Jersey, is the Grantee receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, under current information provided, FEMA has determined that the Subgrantee is eligible to apply for and/or receive FEMA funding under the Public Assistance and/or Hazard Mitigation programs, subject to approval of a Project Worksheet for Public Assistance or application for a Hazard Mitigation grant;

WHEREAS, this agreement is part of the application for Disaster Assistance and will become effective and binding upon approval of a Project Worksheet or Hazard Mitigation Grant and signature on behalf of NJOEM;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Stafford Act and all applicable FEMA regulations as provided in 44 CFR and FEMA policies that govern the Public Assistance and/or Hazard Mitigation programs and shall adhere to the application of the Stafford Act and those applicable regulations and policies and OMB Circulars A-87, A-102, A-110 and A-133 as a condition for the acceptance of and expenditure of said FEMA funding.

As a further condition for the acceptance of and expenditure of FEMA funding, the Subgrantee hereby agrees to follow all NJOEM guidelines, regulations and directives, to include but not be limited to the following:

- Use NJEMGrants.org, as applicable, to access forms and submit Requests For Reimbursement (RFR) and supporting documentation.
- Subgrantee agrees to promptly notify NJOEM and FEMA of any project that involves the following:
 - Work taking place in floodplains or wetlands
 - Work taking place in floodplains or wetlands
 - Improved projects that increase the size or footprint of a facility (PA Program)
 - Alternate projects (PA Program)

Memorandum Of Understanding (MOU)

- Relocated projects
- Hazard mitigation projects affecting floodplains or wetlands, such as culvert enlargements
- Any project that changes the function of a facility
- Work affecting facilities with historic significance

Such projects have the potential to be subject to additional FEMA review as they may trigger additional Federal compliance requirements in accordance with by the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), Executive Order 11988 (Floodplain Management), Endangered Species Act (ESA) and other applicable Federal Laws.

- The Subgrantee shall assure that all project documents are made available to NJOEM, FEMA, Department of Homeland Security, Office of Inspector General (OIG) or to any other state or federal agency as determined by NJOEM, to include but not limited to: insurance policies, insurance proceeds received as a result of the disaster, and all other documentation substantiating eligible costs.
- All records, reports, documents and other material delivered or transmitted to NJOEM by the Subgrantee shall become the property of NJOEM.
- The Subgrantee shall obtain and maintain such types and extent of insurance as are reasonably available, adequate, and necessary to protect against future loss from similar hazards to the extent required under 44 CFR 206.250-206.253. This insurance must, at a minimum, be in the amount of the Federal grant award plus any non-Federal share.
- The Subgrantee is responsible for compliance with all federal and state laws, regulations and policies. The Subgrantee should pay particular attention to those regulations and policies whose non-compliance may make Subgrantee eligible for corrective action under the NJOEM. Those policies are listed in Exhibit B, attached to and made part of this MOU.
- The Subgrantee may be required to execute a separate subgrant agreement for Hazard Mitigation Grant Program projects in addition to this MOU.
- The Subgrantee agrees to monitor NJEMGrants.org for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individual(s) named herein as the Subgrantee's agent(s) are knowledgeable of the requirements outlined herein.

The Subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding / reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of the NJOEM

- NJOEM agrees to maintain NJEMGrants.org subject to the availability of funding.
- NJOEM shall, through the Subgrantee's assigned Disaster Recovery Specialists, review Subgrantee's Request For Reimbursements, assist Subgrantee in correcting any deficiencies, and disburse reimbursement requests to the Subgrantee as timely as possible.
- NJOEM shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through NJEMGrants.org, or appropriate alternate methods of communication.
- NJOEM shall provide technical assistance, advice on best practices and other education outreach programs to assist the Subgrantee in the formulation and management of its FEMA grants (see Disclaimer paragraph herein below).

Memorandum Of Understanding (MOU)

Term of Agreement

This MOU shall remain in full force and effect as long as the Subgrantee has outstanding FEMA grants that have not been closed out and/or the Subgrantee receives future FEMA funding, including the record retention period. Any changes in regulations, policies or procedures applicable to disaster funding shall constitute an amendment to this Agreement.

Results of De-Obligation

The Subgrantee acknowledges that all final actions by FEMA to de-obligate funding are the financial responsibility of the Subgrantee and said amounts de-obligated shall be remitted to NJOEM by the Subgrantee immediately upon demand or in accordance with NJOEM policy.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties to whom services or materials are provided or who provides services or materials under any project funded by the FEMA Public Assistance and/or Hazard Mitigation programs.

Disclaimer

In its capacity as the Grantee and state fiduciary of Federal Emergency Management Agency (FEMA), and other federal grant funds, the NJOEM provides technical assistance and education outreach programs to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA Public Assistance and/or Hazard Mitigation programs.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice, Education outreach programs include general programmatic grants management guidance for a Subgrantee to use in administering its own grants management program. NJOEM does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage FEMA grants.

Technical assistance and other grants management information provided by NJOEM and adopted by the Subgrantee, does not serve as NJOEM's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the FEMA Public Assistance and/or Hazard Mitigation programs.

The Subgrantee, by its decision to participate in the FEMA Public Assistance and/or Hazard Mitigation programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal

Memorandum Of Understanding (MOU)

laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by NJOEM, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, NJOEM, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Discrimination Clause

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary and 2 alternate individuals that will be designated as agents.

Primary Agent's Name: J. Thomas Butts
Title: Emergency Management Coordinator
Telephone number: 856-307-7100
Email Address: tbutts@co.gloucester.nj.us

Alternate Agent's Name: Len E. Clark
Title: Deputy Emergency Management Coordinator
Telephone number: 856-307-7100
Email Address: leclark@co.gloucester.nj.us

Alternate Agent's Name: John DeAngelo
Title: Deputy Emergency Management Coordinator
Telephone number: 856-307-7100
Email Address: jdeangelo@co.gloucester.nj.us

I, Robert M. Damminger

as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Public Assistance on behalf of the Subgrantee for the purpose of obtaining certain State and Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended). The above named agents(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of New Jersey on all matters pertaining to the management of grants and disaster assistance received from FEMA as required by this MOU.

Chief Elected/Appointed Official or

Date

Chief Executive Officer

Name: Robert M. Damminger

Title: Freeholder Director

Telephone Number: 856-853-3395

Exhibit B

POLICIES ELIGIBLE FOR CORRECTIVE ACTION

The policies below are examples of the policies eligible for corrective action by NJOEM. They are NOT inclusive of all actions which may be subject to corrective action.

Policy	Summary of Policy
Advances	Expenses related to Project Worksheets (PW) must be within the scope of the PW
Requests For Reimbursement (RFR)	RFRs must exceed \$2,500 per submission
Compliance	Subgrantees who receive grant funds greater than \$500,000 are required to comply with OMB Circular A-133 and proactively work with NJOEM to correct any deficiencies.
Federal Funding Accountability and Transparency Act (FFATA)	It is the responsibility of the Subgrantee to provide information as requested by NJOEM to comply with the Federal Funding Accountability and Transparency Act.
Document Retention	Subgrantee must maintain original documentation throughout the life of the PW and retain the documentation for a minimum period of three years after closeout (44 CFR 13.42)
Unused Funds	Subgrantee is responsible for identifying, in a timely manner, all funds not used after the completion of a project and upon identification to immediately return those funds to NJOEM (44 CFR 206.205 and NJOEM policy)
Return of De-Obligated Funds and Interest	Subgrantee is required to return all de-obligated funds to NJOEM within 60 calendar days of notice as well as remit any interest accrued on grant funds (44 CFR 13.21)
Fraud, Waste or Abuse	Initial findings by NJOEM indicating fraud, waste or abuse may have immediate impact on funding and be reported.
Quarterly Reporting	All completed and accurate quarterly reports are due within 15 days after the end of the quarter (44 CFR 206.204)
Procurement	All procurement must be in compliance with state and federal law and regulations to include taking affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (44 CFR 13.36)
Project Timelines	All projects are required to be completed within the milestones stated in the regulations. It is the responsibility of the Subgrantee to file a timely request for extension if so required (44 CFR 206.204)
Special Provisions	Subgrantees are required to comply with NEPA and NHPA
Insurance	Subgrantees shall comply with the obtain and maintain insurance requirements or obtain a waiver from the New Jersey Department of Banking and Insurance Commissioner (44 CFR 206.250-206.253)
Debarred and Suspended Contractors	Subgrantees shall not make any awards to debarred, suspended or otherwise ineligible contractors (44 CFR 13.36 (b) (8) and www.epls.gov)

Exhibit C

STATE OF NEW JERSEY W-9/QUESTIONNAIRE							
THE STATE OF NEW JERSEY REQUIRES COMPLETION OF THE W-9/VENDOR QUESTIONNAIRE TO VERIFY/ESTABLISH YOUR NAME, ADDRESS, AND TAXPAYER ID ON STATE RECORDS. PLEASE REVIEW THE INFORMATION BELOW, CORRECT ERRORS, AND ANSWER THE QUESTIONS PER SPECIFIC INSTRUCTIONS. RETURN THE COMPLETED FORM TO THE STATE IN THE ENVELOPE PROVIDED AS SOON AS POSSIBLE.							
IMPORTANT: YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED, AND RETURNED TO THE STATE OF N.J. FOR ADDITIONAL INFORMATION CALL (609) 292-8124.							
PART I. D NAME/ADDRESS (REMIT TO:)	REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION Enter your taxpayer identification number and indicate whether it is a social security or employer identification number by marking the appropriate box.	Return completed form to: OMB VENDOR CONTROL PO BOX 221 TRENTON, N.J. 08625					
County of Gloucester PO Box 337 Woodbury, NJ 08096		Make any corrections to the pre-printed data in the space provided below. Please type or print clearly.					
4. Taxpayer Identification Number (Enter your correct TIN below ONLY if it differs from the # printed in the box.)		MARK THE APPROPRIATE BOX: <input type="checkbox"/> SOCIAL SECURITY NUMBER <input checked="" type="checkbox"/> EMPLOYER IDENTIFICATION NUMBER					
(TIN) 21-6000660							
5. For Payees Exempt From Backup Withholding (Contact the IRS for instructions)		Requester's name and address (optional)					
6. Certification: Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.							
Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of interest payments other than interest and dividends. You are not required to sign the Certification, but you must provide your correct TIN.							
Please Sign Here	Signature >	Date > 6/14/2013					
PART II. VENDOR DATA							
STATE OF NEW JERSEY VENDOR INFORMATION QUESTIONNAIRE							
1. Enter the code from the list below that best describes your business function:							
<table style="width:100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> VENDORS <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS </td> <td style="width: 33%; vertical-align: top;"> AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY </td> <td style="width: 33%; vertical-align: top;"> FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD </td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> GOVERNMENTAL ENTITIES OT = OTHER MISCELLANEOUS VENDORS (Please Specify) </td> </tr> </table>			VENDORS <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS </td> <td style="width: 33%; vertical-align: top;"> AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY </td> <td style="width: 33%; vertical-align: top;"> FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD </td> </tr> </table>	<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS	AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY	FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD	GOVERNMENTAL ENTITIES OT = OTHER MISCELLANEOUS VENDORS (Please Specify)
VENDORS <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS </td> <td style="width: 33%; vertical-align: top;"> AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY </td> <td style="width: 33%; vertical-align: top;"> FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD </td> </tr> </table>	<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS	AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY	FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD	GOVERNMENTAL ENTITIES OT = OTHER MISCELLANEOUS VENDORS (Please Specify)			
<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">CM</table> HC = HEALTH CARE SERVICE (NON-STATE AGENCIES) VG = VENDORS WHO SELL OR MANUFACTURE GOODS VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS	AC = AUTHORITY/COMMISSION CF = CONFIDENTIAL FUND CM = COUNTY/MUNICIPAL GOVT. CU = STATE COLLEGE/UNIVERSITY NJ EP = STATE EMPLOYEE FEDERAL FA = AGENCY	FD = FIRE DISTRICT PC = PETTY CASH SA = STATE AGENCY SD = SCHOOL DISTRICT WB = WELFARE BOARD					
2. Enter Primary Contact Information Below. PHONE: (856) 307-7100 NAME: J. Thomas Butts TITLE: EMC							
IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR A PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.							
3. What is the principal activity of your organization? <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">G</table> M = MANUFACTURING S = SERVICE </td> <td style="width: 33%; vertical-align: top;"> H = HEALTH RELATED SERVICE G = GOVERNMENT </td> <td style="width: 33%; vertical-align: top;"> O = OTHER (Please Specify) </td> </tr> </table>			<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">G</table> M = MANUFACTURING S = SERVICE	H = HEALTH RELATED SERVICE G = GOVERNMENT	O = OTHER (Please Specify)		
<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">G</table> M = MANUFACTURING S = SERVICE	H = HEALTH RELATED SERVICE G = GOVERNMENT	O = OTHER (Please Specify)					
4. Enter the code from the list below that best describes your organization: <table style="width:100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">O</table> C = CORPORATION A = ASSOCIATION </td> <td style="width: 33%; vertical-align: top;"> I = INDIVIDUAL J = JOINT </td> <td style="width: 33%; vertical-align: top;"> P = PARTNERSHIP O = OTHER (Please Specify) <u>County Government</u> </td> </tr> </table>			<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">O</table> C = CORPORATION A = ASSOCIATION	I = INDIVIDUAL J = JOINT	P = PARTNERSHIP O = OTHER (Please Specify) <u>County Government</u>		
<table style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">O</table> C = CORPORATION A = ASSOCIATION	I = INDIVIDUAL J = JOINT	P = PARTNERSHIP O = OTHER (Please Specify) <u>County Government</u>					
5. Enter your 4 digit County/Municipality Code for NJ Addresses ONLY (See reverse side for appropriate code.) 0800							
IMPORTANT: ANSWER ALL QUESTIONS (Please Print or Type Clearly)							

Exhibit C

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. **Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

Exhibit C

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Exhibit D

OMB Approval No. 0348-0042

ASSURANCES — CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-285), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 424D (4-88)
Prescribed by OMB Circular A-102

Exhibit D

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address: County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

NJEMGrants

21-6000660

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

J Thomas Butts, EMC

4. Typed Name and Title of Authorized Representative



5. Signature

6. Date

C1

**RESOLUTION TO CONTRACT WITH VARIOUS REGISTERED EDUCATIONAL
AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE
INVESTMENT ACT ADULT AND DISLOCATED WORKER PROGRAM FUNDS
AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2013 TO JUNE 30, 2015
IN AN AMOUNT NOT TO EXCEED \$600,000.00 EACH YEAR**

WHEREAS, the County of Gloucester, a designated workforce area, pursuant to the Workforce Investment Act of 1998 recognizes the need for individuals to engage in training and/or additional educational pursuits to enhance their employability; and

WHEREAS, the County of Gloucester has designated the Department of Economic Development, Division of Workforce Development to determine through assessment those individuals who are in need of educational and/or occupational training and Workforce Investment Act Adult and Dislocated Worker Program funds and Work First NJ funds are now available for this purpose; and

WHEREAS, only vendors registered and approved by the New Jersey Department of Labor and Workforce Development Center for Occupational Employment Information will be considered eligible and each will be required to enter into an individual referral contract with the County which shall set out terms and conditions for performance; and

WHEREAS, the New Jersey Department of Labor and Workforce Development has published guidelines which establish "Occupations in Demand in South Jersey", and the County of Gloucester will foster training in those areas which are eligible for tuition reimbursement; and

WHEREAS, these contracts may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(1)(a)(ii), in that the subject matter of the contract is for the provision of services which are unspecified and extraordinary; and

WHEREAS, upon enrollment of a student into an approved training program, and funds being available, a purchase order certifying said funds for each student shall be issued by the County; and

WHEREAS, the County of Gloucester, through the Department of Economic Development, Division of Workforce Development, recognizes the need to comply with all conditions imposed to carry out the Workforce Investment Act and Work First NJ activities with federal and state financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee are hereby authorized to execute any and all contracts and documents necessary to effectuate the individual referrals and/or training programs with State approved vendors, with total contractibility not to exceed \$600,000.00 each year, subject to available funding; and

BE IT FURTHER RESOLVED that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of each contract, if applicable, and a statement that the Resolution and Contracts are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C2

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY
RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME AND
WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS GRANT IN THE AMOUNT
OF \$1,705,208.00 FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014**

WHEREAS, the Gloucester County Division of Housing and Community Development, under the Department of Economic Development desires to submit a grant application to the U.S. Department of Housing and Urban Development for funding for the CDBG/HOME and Washington Township Entitlement Grants for the period commencing September 1, 2013 and concluding August 31, 2014; and

WHEREAS, this funding is specifically for the CDBG/HOME and Washington Township Entitlement Programs; and

WHEREAS, said CDBG/HOME and Washington Township Entitlement Services shall be provided under this grant by the Department of Economic Development, Division of Housing and Community Development and include assisting the development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems these CDBG/HOME and Washington Township Entitlement services to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County, Division of Housing and Community Development, under the Department of Economic Development has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Division of Housing and Community Development, under the Department of Economic Development has submitted the grant application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules promulgated by the U.S. Department of Housing and Urban Development for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is \$1,705,208.00, with this total representing CDBG funds in the amount of \$1,094,145.00, HOME funds amounting to \$455,741.00, and Washington Township Entitlement funds amounting to \$155,322.00 for the period commencing September 1, 2013 and concluding August 31, 2014.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application and are hereby authorized to execute any and all documents in connection with the filing of the grant application and Request for Release of Funds with the U.S. Department of Housing and Urban Development, requesting grant funds to be used for the CDBG/HOME and Washington Township Entitlement Programs;
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, June 26, 2013.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



CD

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

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: Christina Moran

DEPARTMENT: Economic Development

GRANT TITLE: CDBG/HOME Investments Partnership

DATE: June 14, 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: June 26, 2013

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

GRANT REQUEST FORM
FOR TRUST FUND AND/OR
DEDICATION BY RIDER GRANTS

INCLUDE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING , INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY BUDGET NUMBERS. (PER BUDGET MANUAL)

DATE: 6/6/2013

1. TYPE OF GRANT: RENEWAL/CONTINUATION
2. GRANT TITLE: CDBG/HOME INVESTMENT PARTNERSHIPS
3. DEPARTMENT: ECONOMIC DEVELOPMENT
4. GRANT TERM: FROM: 9/01/13 TO: 8/31/14
5. DEPT. CONTACT PERSON & PHONE NUMBER : Christina Moran x. 6867
6. NAME OF FUNDING AGENCY : U.S. DEPT. OF HOUSING & URBAN DEVELOP.
7. BRIEF DESCRIPTION OF GRANT PROGRAM: The development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE NEW HIRE WITH AN ASTERISK*)

NAME	AMOUNT	NAME	AMOUNT
------	--------	------	--------

See Attached

9. TOTAL SALARY CHARGED TO GRANT: \$287,650.
10. INDIRECT COST (IC) RATE: N/A 11. INDIRECT COSTS CHARGED: N/A
12. FRINGE BENEFIT RATE CHARGED TO GRANT: .0765
13. DATE APPLICATION DUE TO GRANTOR: N/A

(OVER)

CDBG/HOME/WASHINGTON TWP FUNDING
9/1/12 THROUGH 8/31/2013 _Revised 8-1-12

County Budget Number	TITLE	AMOUNT	\$	1,705,208.00
T-03-08-613-170-10101	REGULAR PAY- PROGRAM	\$ 110,682.86		
T-03-08-613-170-10101	BENEFIT WAIVER -PROGRAM	\$ -		
T-03-08-613-170-10301	ADMIN PAY - CDBG	\$ 93,399.79		
T-03-08-613-170-10101	BENEFIT WAIVER - CDBG (A)	\$ -		
T-03-08-613-170-20205	ADVERTISING (A)	\$ 1,000.00		
T-03-08-613-170-20210	AUDIT (A)	\$ 5,000.00		
T-03-08-613-170-20215	Planning Consultant (A)	\$ 38,000.00		
T-03-08-613-170-20217	ENGINEERING/INSPECTIONS (P)	\$ 50,000.00		
T-03-08-613-170-20275	PRINTING (A)	\$ 100.00		
T-03-08-613-170-20410	OFFICE SUPPLIES (A)	\$ 600.00		
T-03-08-613-170-20411	REPRODUCTION (A)	\$ 300.00		
T-03-08-613-170-20652	DATA PROCESSING EQUIPMENT (A)	\$ -		
T-03-08-613-170-20850	REPRODUCTION MACHINE RENTAL (A)	\$ 5,000.00		
T-03-08-613-170-20910	BOOKS AND SUBSCRIPTIONS (A)	\$ 600.00		
T-03-08-613-170-20920	CONFERENCES (A)	\$ -		
T-03-08-613-170-20921	MEETINGS, MEMBERSHIPS, DUES (A)	\$ 1,000.00		
T-03-08-613-170-20970	TRAVEL (A)	\$ 1,684.13		
T-03-08-613-170-20981	FICA - PROGRAM	\$ 8,467.24		
T-03-08-613-170-20982	FICA - ADMINISTRATIVE (A)	\$ 7,145.08		
T-03-08-613-170-20993	FACILITY COSTS (A)	\$ 25,000.00		
T-03-08-613-170-20994	FRINGE/HEALTH BENEFITS (A)	\$ 40,000.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 49,889.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 50,000.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 17,225.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 50,000.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 50,000.00		
T-03-08-613-170-	MUNICIPAL PROJECT	\$ 37,450.00		
T-03-08-613-170-XXXXX				
T-03-08-613-170-21231	Newfield Terrace CAO			
T-03-08-613-170-21232	Genesis			
T-03-08-613-170-21233	GC Boys & Girls Club			
T-03-08-613-170-21235	Food Bank of SJ			
T-03-08-613-170-XXXXX	Center for Family Svcs - Together Youth			
	Total	\$ 160,000.00		
T-03-08-613-170-21287	HOMEOWNER REHAB	\$ 281,601.90		
T-03-08-613-170-21288	LEAD INSPECTIONS	\$ 10,000.00		
T-03-08-813-170-10301	ADMIN PAY - WASHINGTON TWP	\$ 27,968.16		
T-03-08-813-170-20981	FICA - WASHINGTON TWP	\$ 2,139.56		
T-03-08-813-170-20993	FACILITY COSTS - WASHINGTON TWP	\$ 956.68		
T-03-08-813-170-21218	WASHINGTON TWP PROJECT	\$ 124,257.60		
T-03-08-713-170-10101	ADMIN PAY - HOME	\$ 35,157.86		
T-03-08-713-170-10305	BENEFIT WAIVER - HOME	\$ -		
T-03-08-713-170-20981	FICA - HOME (A)	\$ 2,689.58		
T-03-08-713-170-20993	FACILITY COSTS (A)	\$ 726.66		
T-03-08-713-170-21280	CHDO RESERVE (15%)	\$ 68,361.15		
T-03-08-713-170-21285	TENANT BASED RENTAL ASSISTANCE	\$ 70,000.00		
T-03-08-713-170-21286	HOMEBUYER ASSISTANCE	\$ 170,000.00		
T-03-08-713-170-21287	HOMEOWNER REHAB	\$ 108,805.75		
		\$ 1,705,208.01	\$	(0.01)

2013/2014 GLOUCESTER COUNTY BUDGET –CDBG/HOME
OTHER EXPENSE EXPLANATIONS

\$1000

206 LEGAL ADVERTISING

Citizen Participation regulations mandate public notices to be advertised in the County newspaper upon the planning of the 5-year Consolidated Action Plan, One Year Action Plan, and activity changes. A Notice of Findings is required to be advertised twice should projects affect the Flood plain. Any amendments to the Consolidated Plan must be advertised for a 30-day comment period before submission to the HUD field office. Also, the CDBG Division is the Gloucester Fair Housing agent and must advertise in all County and municipal newspapers every six months.

\$5,000

210 AUDIT

CDBG's portion of the annual single audit performed by an outside agency for the County.

\$38,000

215 CONSULTANTS [PLANNING]

The Consultant will provide assistance and recommendations to the CDBG and HOME programs in matters relating to the administration and execution of its programs as well as application of additional grant fund. Services to be provided will include but are not limited to:

- Training for new CDBG employees who will work with all municipalities on infrastructure projects, façade projects, HOME Program Community Housing Development Organizations (CHDO's), and construction of affordable housing units.
- HOME Tenant Based Assistance program reviews and training, negotiations and work with developers and monitoring to assure regulatory compliance.
- Assistance to the County in evaluation of technical/operating manuals and procedures, revision and updating in compliance with applicable regulations, executive orders, statutes, etc. This shall include Rehabilitation Policy and Procedural Documents, Labor Standards documents, contract terms and conditions for rehabilitation, construction, public services, and general administrative services, citizen participation compliance documents, etc.
- In preparation for the additional projects, and further technical services including subsidy layering analyses, the increased amount will cover the portion of technical services anticipated.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170

Submission Date: June 6, 2013

Revision Date:

Form: C-2

2013/2014 GLOUCESTER COUNTY BUDGET -CDBG/HOME
OTHER EXPENSE EXPLANATIONS

275 PRINTING \$100

To print forms used in CDBG and HOME program daily activities. Forms include, but are not limited to, specification guidelines, program brochures, applications and manuals.

370 MACHINE MAINTENANCE \$5,000

IKON Copier lease cost for one year @ \$412/month

410 OFFICE SUPPLIES \$600

General office supply purchases for staff of 4 CDBG employees plus shared supplies with Economic Development. Items include project management folders, calendars, printer cartridges, pens, pencils, etc. The project management folders utilized by CDBG as recommended by HUD and the consultants for better monitoring are more costly than those previously utilized.

411 REPRODUCTION SUPPLIES \$300

The CDBG Division will supply the cost of paper for one Copy machine used by all Economic Development divisions @ \$27.75/case. Paper includes sizes of 8.5 x 11 and 11 x 14.

652 DATA PROCESSING/EQUIPMENT \$0

Set aside costs for anticipated purchase and/or upgrade of computer equipment and software.

910 BOOKS/SUBSCRIPTIONS \$600

The CDBG Division through HUD regulations must publish all CDBG and HOME Program activities in the chosen County newspaper, The Gloucester County Times. The CDBG Division covers the cost of the Gloucester County Times, Courier Post, and the Philadelphia Inquirer subscriptions for the year - approximate costs = \$140, \$130, and \$270 respectively.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170
Submission Date: June 6, 2013
Revision Date:

Form: C-2

2013/2014 GLOUCESTER COUNTY BUDGET –CDBG/HOME
OTHER EXPENSE EXPLANATIONS

921 MEETINGS, MEMBERSHIPS, DUES \$1000

Allocated to cover the cost of membership in NJ Urban County Community Development Association and to attend HUD sponsored and NJ community development sponsored workshops. The CDBG staff will attend workshops that are specific to their area of expertise.

970 TRAVEL \$1684

Funds allocated for employee reimbursement for travel to out of area meeting, seminars, workshops, trainings and conferences. Travel expenses also consist of food, tolls and parking permits. Most places traveled to in the past year are Newark, Trenton, Pennsylvania and on occasion, local meetings.

981 FICA \$20,441

FICA Based on 7.65 % paid directly every pay period.

982 FACILITY COSTS \$25,000

These dollars will go toward maintenance/upkeep of space occupied at the Budd Boulevard Complex.

287 LEAD BASED PAINT \$10,000

Professional Services Contract to cover the costs of HUD mandated Lead Risk Assessment on owner occupied homes that receive CDBG assistance and were constructed prior to 1978.

217 ENGINEERING/INSPECTION \$50,000

Professional Services Contract to cover the costs of engineering and inspection in the course of the Owner Occupied Rehabilitation Program in compliance with HUD regulations to ensure Housing Quality Standards.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170
Submission Date: June 6, 2013
Revision Date:

Form: C-2

2013/2014 GLOUCESTER COUNTY BUDGET –CDBG/HOME
OTHER EXPENSE EXPLANATIONS

974 FRINGE/HEALTH BENEFITS

\$40,000

Allocated to offset county costs for CDBG staff. This is a decrease from 2009 in which HUD stimulus funding was available to cover more of the cost.

PUBLIC SERVICE PROJECTS

\$160,000

Awards through competitive contracts made to 5 non-profit agencies providing educational and youth services to families and children representing low and moderate income.

MUNICIPAL PROJECTS

\$378,821

Reflects awarded funds for 5 projects in 4 municipalities for public improvement activities benefitting low-moderate income service areas and individuals.

HOMEOWNER REHAB

\$390,408

These funds are used to rehab owner occupied homes for low income families County-wide. Approximately 50 homes will be rehabbed.

HOMEBUYER

\$170,000

These funds are used to assist eligible homebuyers with downpayment and closing costs. Approximately 15-17 homebuyers will be assisted.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

\$68,361

A minimum 15% of HOME funds must be set aside for specific activities undertaken by specific non-profit developers that meet the HUD designation of CHDO. Award is made through competitive rolling applications upon availability of funds.

TENANT BASED RENTAL ASSISTANCE

\$70,000

These funds are administered through a Shared Services Agreement with the Housing Authority of Gloucester County to provide rental subsidy that help individual income eligible households afford housing costs such as rent and security deposits

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170

Submission Date: June 6, 2013

Revision Date:

Form: C-2



Christina

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Lisa M *Chad*

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

RECEIVED

May 30th, 2013

JUN 03 2013

FREEHOLDER
ROBERT M. DAMMINGER

Mr. Robert M. Damminger
Freeholder Director of Gloucester County
One North Broad Street
Woodbury, NJ 08096

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2013 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. President Obama signed Public Law 113-6 on March 26, 2013, which includes FY 2013 funding for these programs. Your jurisdiction's FY 2013 available amounts are:

Community Development Block Grant (CDBG)	\$1,249,467
HOME Investment Partnerships (HOME)	\$455,741
Housing Opportunities for Persons with AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$ 0

As you are likely aware, the President was required by law to issue a sequestration order on March 1, 2013, canceling approximately \$85 billion in budgetary resources across the Federal Government for the remainder of the federal fiscal year. The above amounts reflect the approximately 5 percent cut attributable to sequestration, as well as the impact of annual changes to individual FY 2013 program appropriation levels and the updated American Community Survey data upon which some of the formula calculations are based.

We understand that sequester related budget reductions may make FY 2013 a difficult period of adjustment for many of our grantees. The reduced funding levels may require grantees to restructure programs and further prioritize or better target available resources. CPD is committed to doing all we can to support you as you face these challenges. If you would like assistance in redesigning or restructuring your programs, you or the head of the agency that administers your program may request technical assistance through your local CPD Office Director.

If your jurisdiction has already submitted an Annual Action Plan to HUD for FY 2013 based on estimated funding levels, you must resubmit this document using the actual amounts. Depending on the nature of the changes necessary to the Action Plan, you may need to comply with citizen participation requirements. For further information on the appropriate course of action, please contact your local CPD office.

The Office of Community Planning and Development looks forward to working with you in partnership to successfully meet the challenges we face. Please contact your local CPD office if you or your staff has any questions or comments.

Sincerely,



Mark Johnston
Deputy Assistant Secretary for Special Needs

NJ-FY13 Allocations

KEY	CNSRTKEY	NAME	STA	CDBG13	HOME13	HOPWA13	ESG13
340072		Asbury Park	NJ	\$427,144	\$0	\$0	\$0
340078		Atlantic City	NJ	\$1,109,364	\$270,873	\$0	\$0
340138		Bayonne	NJ	\$1,491,359	\$0	\$0	\$0
340246		Bloomfield	NJ	\$831,949	\$0	\$0	\$0
340318		Brick Township	NJ	\$271,768	\$0	\$0	\$0
340324		Bridgeton	NJ	\$312,119	\$0	\$0	\$0
340414		Camden	NJ	\$2,206,769	\$682,319	\$677,818	\$159,080
340474		Cherry Hill	NJ	\$399,759	\$0	\$0	\$0
340540		Clifton	NJ	\$1,069,216	\$0	\$0	\$0
340672		Toms River Township	NJ	\$368,442	\$0	\$0	\$0
340732		East Orange	NJ	\$1,331,541	\$371,115	\$0	\$0
340780		Edison	NJ	\$536,810	\$0	\$1,405,027	\$0
340798		Elizabeth	NJ	\$2,076,492	\$682,459	\$0	\$136,074
340870		Ewing Township	NJ	\$194,937	\$0	\$0	\$0
341008		Franklin Township	NJ	\$254,714	\$0	\$0	\$0
341110		Gloucester Twp	NJ	\$263,822	\$0	\$0	\$0
341206		Hamilton	NJ	\$549,130	\$0	\$0	\$0
341416		Howell Township	NJ	\$176,829	\$0	\$0	\$0
341434		Irvington	NJ	\$891,563	\$294,818	\$0	\$0
341446		Jackson Township	NJ	\$199,855	\$0	\$0	\$0
341464		Jersey City	NJ	\$5,450,102	\$1,452,113	\$2,810,245	\$386,055
341566		Lakewood Township	NJ	\$1,105,795	\$0	\$0	\$0
341716		Long Branch	NJ	\$406,863	\$0	\$0	\$0
341974		Middletown	NJ	\$214,687	\$0	\$0	\$0
342016		Millville	NJ	\$251,114	\$0	\$0	\$0
342190		Newark	NJ	\$6,752,671	\$1,799,805	\$6,419,016	\$483,211
342196		New Brunswick	NJ	\$784,264	\$315,211	\$0	\$0
342250		North Bergen Township	NJ	\$541,661	\$0	\$0	\$0
342340		Ocean City	NJ	\$277,894	\$0	\$0	\$0
342378		Old Bridge Township	NJ	\$244,389	\$0	\$0	\$0
342448		Parsippany-Troyhills Twp	NJ	\$212,798	\$0	\$0	\$0
342454		Passaic	NJ	\$1,572,226	\$590,522	\$0	\$0
342466		Paterson	NJ	\$2,376,755	\$1,060,232	\$1,294,558	\$176,259
342532		Perth Amboy	NJ	\$581,927	\$302,344	\$0	\$0
342886		Sayreville	NJ	\$195,452	\$0	\$0	\$0
343216		Trenton	NJ	\$2,484,586	\$558,219	\$0	\$170,317
343234		Union City	NJ	\$976,360	\$0	\$0	\$0
343252		Union Township	NJ	\$494,153	\$0	\$0	\$0
343330	34C121	Vineland	NJ	\$428,193	\$456,931	\$0	\$0
343402		Washington Township	NJ	\$155,322	\$0	\$0	\$0
343438		Wayne Township	NJ	\$162,819	\$0	\$0	\$0
343624		Woodbridge	NJ	\$556,572	\$0	\$0	\$0
349001	34C502	Atlantic County	NJ	\$1,069,866	\$431,531	\$0	\$0
349003		Bergen County	NJ	\$8,390,768	\$1,862,386	\$0	\$582,638
349005	34C963	Burlington County	NJ	\$1,330,754	\$610,712	\$0	\$0

NJ-FY13 Allocations

KEY	CNSRTKEY	NAME	STA	CDBG13	HOME13	HOPWA13	ESG13
349007	34C120	Camden County	NJ	\$2,184,336	\$828,524	\$0	\$149,761
349013	34C142	Essex County	NJ	\$4,711,432	\$822,390	\$0	\$324,963
349015	34C951	Gloucester County	NJ	\$1,094,145	\$455,741	\$0	\$0
349017	34C026	Hudson County	NJ	\$2,947,915	\$1,877,348	\$0	\$195,734
349023	34C401	Middlesex County	NJ	\$1,647,021	\$1,042,812	\$0	\$115,779
349025	34C904	Monmouth County	NJ	\$2,367,235	\$1,143,132	\$0	\$164,050
349027	34C303	Morris County	NJ	\$1,703,655	\$608,543	\$0	\$115,039
349029	34C025	Ocean County	NJ	\$1,068,906	\$951,262	\$0	\$0
349031		Passaic County	NJ	\$832,897	\$0	\$0	\$0
349035	34C053	Somerset County	NJ	\$917,492	\$338,985	\$0	\$0
349039	34C027	Union County	NJ	\$4,190,127	\$832,195	\$0	\$290,857
349999		New Jersey Nonentitlement	NJ	\$6,039,582	\$4,087,636	\$1,120,158	\$2,219,274
34C119	34C119	CNSRT-Mercer County	NJ	\$0	\$427,063	\$0	\$0

CB

RESOLUTION AUTHORIZING A ONE YEAR RENEWAL CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES FOR AN ALTERNATIVE/COMMUNITY WORK EXPERIENCE PROGRAM WITH JOB SEARCH AND TRAINING ACTIVITIES IN AN AMOUNT NOT TO EXCEED \$160,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014

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

WHEREAS, the County requested proposals, via RFP #012-034 from interested providers and a contract was awarded and executed with St. John of God Community Services, 1145 Delsea Drive, Westville Grove, NJ 08093, from July 1, 2012 to June 30, 2013, with the option to renew for one additional year; and

WHEREAS, the contract was for estimated units of services, for an amount not to exceed \$160,000.00 per contract year pursuant to the proposal submitted by the Vendor; and

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

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 renew the contract between the County of Gloucester and St. John of God Community Services for the provision of Alternative Work Experience Programs (AWEP) to recipients of Temporary Assistance to Needy Families (TANF), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP) for an amount not to exceed \$160,000.00 from July 1, 2013 to June 30, 2014; and

BE IT FURTHER RESOLVED that all other terms and provisions of the contract and conditions set forth therein that are consistent with this Resolution and applicable state regulations shall remain in full force and effect; and

BE IT FURTHER RESOLVED that the Department of Economic Development is cognizant of the conditions imposed by both the Workforce Investment Act and Work First New Jersey Program with federal and state financial assistance; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

03

**AGREEMENT
TO EXERCISE THE RENEWAL OPTION
BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND THE
COUNTY OF GLOUCESTER**

THIS AGREEMENT is entered into on the 1st day of July, 2013, by and between St. John of God Community Services, with offices at 1145 Delsea Drive, Westfield Grove, New Jersey 08093, hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration of the mutual promises made by and between the parties in the below-described contract, **Vendor** and **County** hereby agree as follows:

Pursuant to the renewal option, the current Contract which began on July 1, 2012 and ends June 30, 2013 is renewed commencing on July 1, 2013 through June 30, 2014.

The Contract shall be for estimated units of service, on an as-needed basis, with an amount not to exceed \$160,000.00, from July 1, 2013 to June 30, 2014; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the Contract dated July 1, 2012(competitive contracting RFP # 012-034) between the Vendor and County as well as all conditions set forth that are consistent with the Gloucester County Board of Chosen Freeholders Resolution dated July 25, 2012 which authorized this Renewal Agreement shall remain in full force and effect.

THIS AGREEMENT is effective as of the 1st day of July, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ST. JOHN OF GOD COMMUNITY SERVICES

**MUNCIE BUCKALEW,
EXECUTIVE DIRECTOR**

C4

RESOLUTION AUTHORIZING A ONE YEAR RENEWAL CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER FOR AN ALTERNATIVE/COMMUNITY WORK EXPERIENCE PROGRAM AT THE BOYS & GIRLS CLUB OF GLOUCESTER COUNTY, PAULSBORO, NJ IN AN AMOUNT NOT TO EXCEED \$190,000.00, FROM JULY 1, 2013 TO JUNE 30, 2014

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

WHEREAS, the County requested proposals, via competitive contracting RFP #012-034 from interested providers and a contract was awarded and executed with Mid-Atlantic States Career and Education Center, 30 Church Street, Pennsville, NJ 08070, from July 1, 2012 to June 30, 2013, with the option to renew for one additional year; and

WHEREAS, the contract was for estimated units of services, for an amount not to exceed \$190,000.00 per contract year pursuant to the proposal submitted by the Vendor; and

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

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 renew the contract between the County of Gloucester and Mid-Atlantic States Career and Education Center for the provision of providing Alternative Work Experience Programs (AWEP) to recipients of Temporary Assistance to Needy Families (TANF), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP); for an amount not to exceed \$190,000.00 from July 1, 2013 to June 30, 2014; and

BE IT FURTHER RESOLVED that all other terms and provisions of the contract and conditions set forth therein that are consistent with this Resolution and applicable state regulations shall remain in full force and effect; and

BE IT FURTHER RESOLVED that the Department of Economic Development is cognizant of the conditions imposed by both the Workforce Investment Act and Work First New Jersey Program with federal and state financial assistance; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

**AGREEMENT
TO EXERCISE THE RENEWAL OPTION
BETWEEN
MID-ATLANTIC STATES CAREER AND EDUCATION CENTER
AND THE
COUNTY OF GLOUCESTER**

THIS AGREEMENT is entered into on the 1st day of July, 2013, by and between Mid-Atlantic States Career and Education Center, with offices at 30 Church Street, Pennsville, New Jersey 08070, hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration of the mutual promises made by and between the parties in the below-described contract, **Vendor** and **County** hereby agree as follows:

Pursuant to the renewal option, the current Contract which began on July 1, 2012 and ends June 30, 2013 is renewed commencing on July 1, 2013 through June 30, 2014.

The Contract shall be for estimated units of service, on an as-needed basis, with an amount not to exceed \$190,000.00, from July 1, 2013 to June 30, 2014; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the Contract dated July 1, 2012 between the Vendor and County as well as all conditions set forth that are consistent with the Gloucester County Board of Chosen Freeholders Resolution dated July 25, 2012 which authorized this Renewal Agreement shall remain in full force and effect.

THIS AGREEMENT is effective as of the 1st day of July, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**H. GLENDON DONELSON,
EXECUTIVE DIRECTOR**

C5

**RESOLUTION AUTHORIZING FINAL CLOSING FOR THE EXCHANGE OF REAL
PROPERTY CURRENTLY OWNED BY THE COUNTY DESIGNATED AND KNOWN
AS BLOCK 152, LOT 12, TOWNSHIP OF MANTUA**

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to exchange any lands, or rights and interests therein, owned by it for other lands, or rights or interests therein, desired for public use under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-16 thereof; and

WHEREAS, the County is the owner of a certain parcel of real property located within the Township of Mantua (hereinafter the "Township") known as Block 152, Lot 12 (hereinafter the "Property"); and

WHEREAS, the Property is located on County Route 553A, which is also known as Main Street (hereinafter referred to as "Main Street"); and

WHEREAS, the County completed a road improvement project in the Township, which said project entailed the reconstruction of what is known as the "Barnsboro Intersection", which is the intersection of Main Street, Center Street/Breakneck Road (County Route 603), and Richwood Road (County Route 609) (hereinafter referred to as the "Project"); and

WHEREAS, the Project is known by the County as Engineering No. 05-01SA; and

WHEREAS, Barnsboro Inn, LLC (hereinafter "Barnsboro") maintains at the Barnsboro Intersection a restaurant business known as the "Barnsboro Inn" on the property its owns, which is known as Block 152, Lot 11 (hereinafter the "Barnsboro Property"); and

WHEREAS, Barnsboro maintained, and enjoyed vehicular access for its Barnsboro Inn restaurant business on the Barnsboro Property, via a driveway, to and from Main Street (hereinafter the "Main Street Driveway"); and

WHEREAS, Barnsboro had no other vehicular access point to its Barnsboro Inn restaurant business on the Barnsboro Property, other than via the Main Street Driveway; and

WHEREAS, it was necessary for the County to close off any and all vehicular access that Barnsboro enjoyed to and from Main Street, via the Main Street Driveway, as part of its construction of the Project, so that Barnsboro Inn lost access to Main Street, and thereby its Barnsboro Inn restaurant business, via the Main Street Driveway, as a result of the County's construction of the Project; and

WHEREAS, the County was legally required to provide and make available then to Barnsboro, reasonable access to its Barnsboro Inn restaurant business on the Barnsboro Property, in light of the County closing off Barnsboro's only means of vehicular access to its said restaurant business by and through its closure of the Main Street Driveway as part of the construction of the Project; and

WHEREAS, the County was required then to provide to and for Barnsboro an alternate means of vehicular access for its Barnsboro Inn restaurant business either at another location along Main Street, or otherwise, as Barnsboro had a property right and interest in and to its access to Main Street via the Main Street Driveway; and

WHEREAS, the County is and was required to compensate Barnsboro for the loss of its Main Street Driveway, by and through the County's closure of same, by making provision for another vehicular access location for Barnsboro to and from its Barnsboro Inn restaurant business on the Barnsboro Property; and

WHEREAS, the County previously proposed to Barnsboro, as alternate temporary access to and from Main Street for its Barnsboro Inn restaurant business, the use of a driveway on and across the Property, which said property was previously acquired by the County for the Project; and

WHEREAS, the Property is contiguous with the Barnsboro Property along Main Street;
and

WHEREAS, the County Freeholder Board adopted a Resolution on July 6, 2011 authorizing the County to enter into a temporary access agreement with Barnsboro, which allowed Barnsboro access over and through a driveway on the Property, which ensured that Barnsboro maintained access to and from Main Street for its Barnsboro Inn restaurant business (hereinafter the "Temporary Access Agreement"); and

WHEREAS, the only improvements currently located on the Property are a thirty five (35) foot to fifty (50) foot wide paved asphalt driveway, and a fifty (50) foot wide concrete driveway apron, which said improvements are currently being used by Barnsboro as its access to and from its Barnsboro Inn restaurant business to and from Main Street under the Temporary Access Agreement; and

WHEREAS, now that the Project has been completed by the County, the County no longer requires the Property for any public purpose or use; and

WHEREAS, the County has proposed to Barnsboro to transfer its right, title and interest in and to the Property to Barnsboro in its current "as is" condition for Barnsboro to utilize as its permanent point of vehicular access for it's the Barnsboro Property, and the Barnsboro Inn restaurant business thereon, to and from Main Street; and

WHEREAS, the County would receive from Barnsboro in exchange for transferring its right, title and interest in and to the Property, the relinquishment in perpetuity by Barnsboro of any and all of its right, title and interest in and to the Main Street Driveway, including, but not limited to, any and all rights to vehicle access, and any all improvements, so that Barnsboro would no longer enjoy any vehicular access for the Barnsboro Property to and from Main Street; and

WHEREAS, the County and Barnsboro desire to cooperate with each other to facilitate the exchange by the County of any and all right, title and interest in and to the Property for and in consideration of Barnsboro's permanent relinquishment of any right, title and interest in and to vehicular access for its Barnsboro Inn restaurant business to and from Main Street at any point along the Barnsboro Property; and

WHEREAS, the County acquired the Property in 2010 for the total sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and

WHEREAS, the County has received an appraisal from E & A Associates, LLC estimating that the cost to Barnsboro to close the Main Street driveway, and to relocate same in order to gain a new access point for its Barnsboro Inn restaurant business would be approximately Seventeen Thousand Dollars and Zero Cents (\$17,000.00); and

WHEREAS, it is in the best interest of the County to proceed with the exchange of the Property for Barnsboro's agreement to relinquish in perpetuity its right, title and interest in and to any vehicular access to and from Main Street for the Barnsboro Property, where its Barnsboro Inn restaurant business is located, under and pursuant to N.J.S.A. 40A:12-16 of the Local Lands and Building Law; and

WHEREAS, the County has fulfilled all requirements of the Local Lands and Building Law N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, the County previously passed Resolution on December 26, 2012 authorizing all preliminary steps required to effectuate the aforementioned exchange.

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

1. County Counsel, and any assistant County Counsel, be, the same hereby are, authorized and directed to move forward with those actions necessary and required for the County to fulfill those requirements of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., that will allow for the County to close upon the exchange transaction by and between it, and Barnsboro, regarding the Property, and Barnsboro's permanent relinquishment of its property rights to vehicular access to and from Main Street for the Barnsboro Property.
2. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any and all documents necessary to complete this transaction.
3. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C10

RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF BLOCK 81, LOT 5.09, FOR THE AMOUNT OF \$2,000.00, LOCATED IN THE TOWNSHIP OF WASHINGTON

WHEREAS, a part of certain lands and premises located at 513 Egg Harbor Road, in Washington Township, being known as Block 81, Lot 5.09 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Michael J. Barbuto and Leslie C. Barbuto, husband and wife, (hereinafter "Barbuto"), is needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"), the County has determined that a fair price for the Road Easement is \$2,000.00; and

WHEREAS, the County Engineer has determined that the Road Easements in, over and across a portion of the Properties are needed in order to undertake the Project; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Barbuto Road Easement in the amount of \$2,000.00, pursuant to C.A.F. #13-05444, which amount shall be charged against County budget line item C-04-09-013-165-13204.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the Property owned by Barbuto, as needed for the Project, and to pay therefore, the total amount of TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00); and

BE IT FURTHER RESOLVED, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said Road Easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.

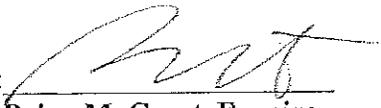


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

PREPARED BY: 
Brian M. Guest, Esquire

CLP

Block 81, Lot 5.09
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,
MICHAEL J. BARBUTO AND LESLIE C. BARBUTO, husband and wife,
Whose address is: **513 Egg Harbor Road**
Sewell, NJ 08080,

hereinafter collectively called "Grantor",
is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of TWO THOUSAND DOLLARS and ZERO CENTS (\$2,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, whose mailing address is 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), it's successors, successors in title, assigns and designees, a perpetual easement across the Grantor's hereinafter described lands and premises for purposes that shall include, but not be limited to, the right to enter onto the said lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, it's successors, successors in title, assigns and designees, and shall inure to the benefit of the County, it's successors, successors in title and assigns and designees. Said easement being in the Township of **Washington**, County of **Gloucester**, State of **New Jersey**, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-27, including specifically all the land and premises located at about Station 281+00 (Egg Harbor Road (C.R. 630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase II Reconstruction of Egg Harbor Road (C.R. 630)", Block 81, Lot 5.09 (RE-27), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described in the attached Exhibit "A".

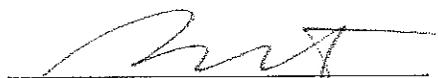
TOGETHER WITH the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

TO HAVE AND TO HOLD the above granted easement unto the County, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Grantor(s) hereunto set their hands and seal on this 26th day of APRIL, 2013.

Witness:



Brian M. Guest, Esquire



MICHAEL J. BARBUTO, Grantor

Witness:



Victoria D. Pulcinello



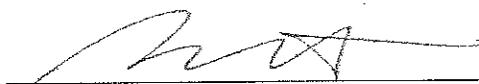
LESLIE C. BARBUTO, Grantor

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this 26th day of April, 2013, personally came before me, the Grantor, **Michael J. Barbuto**, and I am satisfied that he is the person who signed the within instrument, he is authorized to sign the instrument, and he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed.



Brian M. Guest, Attorney at Law
State of New Jersey

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF *CAMDEN*

BE IT REMEMBERED, that on this *22nd* day of *May*, 2013, personally came before me, the Grantor, **Leslie C. Barbuto**, and I am satisfied that she is the persons who signed the within instrument, she is authorized to sign the instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.



Barbara Jean Hunt
Notary Public, New Jersey
My Commission Expires 5-10-15

EXHIBIT "A"

BEGINNING at a point in the existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lots 5.08 and 5.09 of Block 81, said point also being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 280+57.09 and running thence;

1. S 30° 58' 03" E (calculated), 128.00 feet (calculated), to a point, along said existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), and the division line of Lots 5 and 5.09 of Block 81, said point being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 281+85.09, thence;
2. S 59° 01' 57" W (calculated), 6.00 feet (calculated), along said division line of Lots 5 and 5.09 of Block 81, to a point, in the proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 41.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 281+85.09, thence;
3. N 30° 58' 03" W (calculated), 128.00 feet (calculated), along said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), to a point, said point being 41.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 280+57.09, thence;
4. N 59° 01' 57" E (calculated), 6.00 feet (calculated), along said division line of Lots 5.08 and 5.09 of Block 81, to the point and place of beginning.

CONTAINING 768 square feet, more or less.

BEING PART OF Lot 5.09, Block 81, on the current Tax Map of the Township of Washington.

BEING PART OF THE SAME LAND AND PREMISES conveyed to Michael J. Barbuto and Leslie C. Barbuto, husband and wife, from Michael J. Barbuto, dated February 11, 2000, and recorded on February 24, 2000 in the Gloucester County Clerk's Office in Deed Book 3089 at Page 35 &c.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)
MICHAEL J. BARBUTO and LESLIE C. BARBUTO

Current Resident Address:
Street: 513 EGG HARBOR ROAD

City, Town, Post Office	State	Zip Code
SEWELL	NJ	08080

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
81	PART OF LOT 5.09	

Street Address:
513 EGG HARBOR ROAD

City, Town, Post Office	State	Zip Code
WASHINGTON TOWNSHIP, SEWELL		

Seller's Percentage of Ownership	Consideration	Closing Date
100%	\$2,000.00	

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4/26/13

Date

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

COUNTY GLOUCESTER } SS. County Municipal Code
0818

MUNICIPALITY OF PROPERTY LOCATION WASHINGTON TWP. *Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, MICHAEL J. BARBUTO, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the GRANTOR in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 81 Lot number PART OF LOT 5.09 located at
513 EGG HARBOR ROAD, WASHINGTON TOWNSHIP, SEWELL and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 2,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

CONVEYANCE IS MADE TO AN INSTRUMENTALITY OF THE STATE.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) legally blind or; *
- DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

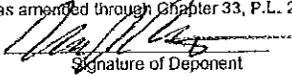
- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
- Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

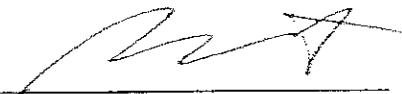
Subscribed and sworn to before me
this 26 day of APRIL, 2013


Signature of Deponent

Michael J. and Leslie C. Barbuto
Grantor Name

513 Egg Harbor Road
Sewell, NJ 08080

513 Egg Harbor Road
Sewell, NJ 08080


Brian M. Guest
Attorney-at-Law
State of New Jersey

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-577
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/tptr/localtax.htm

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY GLOUCESTER } SS. County Municipal Code
0818

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

MUNICIPALITY OF PROPERTY LOCATION WASHINGTON TWP. *Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, MICHAEL J. BARBUTO, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the GRANTOR in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 81 Lot number PART OF LOT 5.09 located at
513 EGG HARBOR ROAD, WASHINGTON TOWNSHIP, SEWELL and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 2,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
CONVEYANCE IS MADE TO AN INSTRUMENTALITY OF THE STATE.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

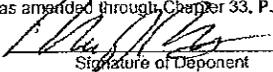
- Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

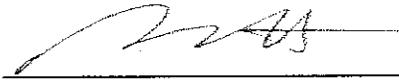
Subscribed and sworn to before me
this 26 day of APRIL, 2013


Signature of Deponent

Michael J. and Leslio C. Barbuto
Grantor Name

513 Egg Harbor Road
Sewell, NJ 08080

513 Egg Harbor Road
Sewell, NJ 08080



Brian M. Guest
Attorney-at-Law
State of New Jersey

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-577
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY		
Instrument Number	County	
Deed Number	Book	Page
Deed Dated	Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/lp/localtax.htm

CLP

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

Certificate of Availability of Funds

TREASURER'S NO. 13-05444 DATE June 06, 2013

C-04-09-013-165-13204 (\$2,000.00)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$2,000.00 COUNTY COUNSEL Matthew P/ Lyons, Esq.

DESCRIPTION: Property Purchase, Acquisition of Property (R.O.W. - RE-27), in association with the Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA from Michael J. Barbuto and Leslie C. Barbuto, husband and wife, Block 81, Lot 5.09.

VENDOR: Michael J. Barbuto and Leslie C. Barbuto, husband and wife

ADDRESS: 513 Egg Harbor Road
Sewell, NJ 08080


DEPARTMENT HEAD APPROVAL 6-12-13
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 6-14-13

Meeting Date: June 26, 2013

C57

**RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT
MODIFICATION #1 WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR FEDERAL FUNDING IN AN AMOUNT NOT TO EXCEED
\$539,334.00 FOR COUNTY ROADWAY SAFETY PROJECT 2012**

WHEREAS, the Office of the Gloucester County (hereinafter the "County") Engineer has recommended that a Federal Aid Agreement Modification be entered into with the New Jersey Department of Transportation (hereinafter "NJDOT") for the County road improvement project known as "Gloucester County Roadway Safety Projects, 2012 for Various Municipalities" throughout Gloucester, Federal Project #STP-C00S (339), Engineering Project # 12-04FA (hereinafter "Project"); and

WHEREAS, Federal Aid Agreement #12-DT-BLA-639 was authorized by Resolution by the Board of Chosen Freeholders on November 20, 2012 in the amount of \$500,000.00; and

WHEREAS, a modification to the Agreement is necessary to increase the amount to be reimbursed to the County by NJDOT for additional construction costs incurred by the County, which will increase the total amount by \$39,334.00, resulting in the new total Agreement amount of \$539,334.00; and

WHEREAS, the Board of the Chosen Freeholders of the County believes that the Project is beneficial to the County, and its residents, so that it desires to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement Modification #1 referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in the amount not to exceed \$539,334.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute Federal Aid Agreement Modification #1 for NJDOT Federal Aid Agreement #12-DT-BLA-639.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C8

RESOLUTION AUTHORIZING JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$30,060.00, FROM JUNE 1, 2013 TO MAY 31, 2014

WHEREAS, the Gloucester County Planning Director has requested that the County enter into a Joint Funding Agreement with the United States Geological Survey for Water Resources Investigations, which will provide for the operation of one (1) stream gaging station 01411456 – Little Ease Run in the Borough of Clayton, and the operation of water level recorders on four (4) ground water wells, by the USGS from June 1, 2013 to May 31, 2014, for a total amount of \$30,060.00; and

WHEREAS, the stream gaging station was installed in 1988 as part of a Joint Funding Agreement with USGS to measure stream discharge at this location, the cost for the ongoing program includes data compilation and computation, data analysis, and publishing the data in the USGS annual water resources publications and CDROM and the information is also accessible through the USGS National Water Information System Web Interface; and

WHEREAS, the stream gaging station provides hydrologic information, hydrographs, and statistics for water supply studies, water resources studies, hydro geologic studies, flood studies and floodplain mapping, storm water projects, watershed projects, municipal water supply projects, and Scientific Investigations Reports, the stream gage also provides stream flow data for the USGS National Water Quality Assessment Projects and Water Supply Availability Project and was included in the USGS risk time network to monitor Hurricane Sandy; and

WHEREAS, the Board of Chosen Freeholders of the County believes that the Project is beneficial to the residents of the County; and

WHEREAS, the purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$30,060.00, pursuant to C.A.F. #13-05105 which amount shall be charged against budget line item 3-01-21-180-001-20215.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester hereby authorizes the Freeholder Director, or his designee, to execute the Agreement #13ENNJ00000046 with the USGS attached hereto, which said agreement authorizes the payment of \$30,060.00 by the County to the USGS for the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

08

Form 9-1366

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer #: 6000000292
Agreement #: 13ENNJ000000046
Project #: GC13U0000100/000...
TIN #: 216000660
Fixed Cost YES
Agreement

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1st day of June, 2013 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation an investigation of water resources in Gloucester County, specifically the operation of one (1) continuous-record discharge gaging station 0141156 Little Ease Run at Clayton and operation of continuous-record water-level recorders on four (4) ground water wells herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b. herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00

(a) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	June 1, 2013		May 31, 2014

(b) by the party of the second part during the period

Amount	Date	to	Date
\$30,060.00	June 1, 2013		May 31, 2014

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

JOINT FUNDING AGREEMENT (CONTINUATION)

Customer Number	Agreement Number	Project Number
6000000292	13ENNI000000046	GC13LI0000100/0000200

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. GEOLOGICAL SURVEY
 UNITED STATES
 DEPARTMENT OF THE INTERIOR

GLOUCESTER COUNTY PLANNING
 DEPARTMENT

USGS POINT OF CONTACT

CUSTOMER POINT OF CONTACT

Name: Heidi L. Hoppe
 Address: U.S. Geological Survey
 810 Bear Tavern Road, Suite 206
 West Trenton, New Jersey 08628
 Telephone: 609-771-3980
 Email:

Name: Richard Westergaard, Director
 Address: Gloucester County Planning Department
 1200 North Delsea Drive
 Clayton, New Jersey 08312
 Telephone: 609-304-6681
 Email:

SIGNATURE AND DATE

SIGNATURE AND DATE

Signature: 
 Date: 6/4/13
 Name: Richard H. Kropp
 Title: Director, New Jersey Water Science Center

Signature: _____
 Date: _____
 Name: Robert Damminger
 Title: Freeholder Director

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

C8

Certificate of Availability of Funds

TREASURER'S NO. 13-05105 DATE May 22, 2013
3-01-21-180-001-20215
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Planning
\$30,060 Thomas Campo, Esq.
AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

Joint Funding Agreement with USGS for June 1, 2013 to May 31, 2014. For an Investigation of Water Resources in Gloucester County, specifically the operation of one stream gaging station and 4 continuous water level recorders.

VENDOR: United States Department of the Interior
U.S. Geological Survey Water Resources Division
ADDRESS: Mountain View Office Park
810 Bear Tavern Road, Suite 206
West Trenton, NJ 08628

Thomas Campo
DEPARTMENT HEAD APPROVAL

APPROVED

--

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

09

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE TOTAL AMOUNT OF \$56,599.00 FOR FISCAL YEAR 2014 TRANSIT SUPPORT PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for Fiscal Year 2014 Transit Support Program, (herein after known as "Transit Support Program"); and

WHEREAS, the DVRPC has made grants to the County in past years from the Highway Planning Program for the County's Planning Division's mass- transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Transit Support Program in consideration of the County's Planning Department performing certain in-kind services related to the said program, in accordance with the terms and conditions of the attached Agreement No. 14-63-022; and

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of funding to be received from the DVRPC will be in amount of \$38,680.00, with an in-kind match from the County of \$17,919.00, for a total amount of \$56,599.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and Clerk of the Board are hereby authorized and to execute Agreement No.14-63-022 with the Delaware Valley Regional Planning Commission in the total amount of \$56,599.00 (\$38,680.00 in funds from the Delaware Valley Regional Planning Commission, with an in-kind match of \$17,919.00 from the County) for Fiscal Year 2014 Transit Support Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



C9

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

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: Jessica Lucas

DEPARTMENT: Planning / Public Works

GRANT TITLE: Transit Support Program

DATE: June 14, 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: June 26, 2013

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

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$56,599

No. 14-63-022

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2013, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

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

WITNESSETH:

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

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$38,680	Federal Highway Administration	07/01/2013

WHEREAS, the CONTRACTOR will perform certain services under this Agreement in connection with Project No. 14-63-022, Transit Support Program, in the COMMISSION's FY 2014 Work Program, hereinafter referred to as the PROJECT; and

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

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

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

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

Section 1: General Conditions

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

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$56,599 funded as shown by the following:

Funds Provided by Agencies: \$38,680.00

CONTRACTOR Local Match: \$17,919.00

CONTRACTOR Match for COMMISSION: \$0.00

Commission Contribution:

Other Contributions: \$0.00

Total Amount: \$56,599

Section 3: Method of Payment

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

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

3.3 The amount payable by the COMMISSION to the CONTRACTOR shall

not exceed Thirty Eight Thousand Six Hundred Eighty Dollars (\$38,680.00). The CONTRACTOR understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

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

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

Section 5: Time of Performance

5.1 The CONTRACTOR shall commence work upon the agreement date of the contract. The CONTRACTOR shall complete work on the PROJECT no later than June 30, 2014.

Section 6: Coordination and Cooperation

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

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

Section 7: Special Conditions

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

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

Article 6- Invoices shall be submitted on a quarterly basis with all invoices submitted with an attached progress report. The final invoices for this project must be submitted no later than August 15, 2014 or payment cannot be assured. All other conditions of Article 6 remains unchanged .

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

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Gloucester County, NJ

Date _____



Federal Information:
Type of Grant: FHWA Grant
Grant Number: 20.205
Federal Funds: \$38,680.00

SCOPE OF SERVICES

The County of Gloucester, NJ

DVRPC Work Program Description

Exhibit A

PROJECT: 14-63-022 TRANSIT SUPPORT PROGRAM

Responsible Agency: Gloucester County Planning Department

Project Manager: Sarah Oaks

Goals:

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

Description:

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

Tasks:

1. Monitor NJ Transit service within the County. Perform detailed analysis and submit recommendations to NJ Transit.
2. Assist NJDOT, NJ Transit and DVRPC in the investigation of potential transportation improvements.
3. Assist the business community in identifying their transportation needs and provide information as to their transportation alternatives.
4. Continue regional marketing and advertising activities.
5. Provide technical assistance and program coordination with regional, state, and local agencies. Including assisting in the 2013-2014 Update of the 2008 United We Ride Plan.
6. Participate in transportation planning meetings and conferences.
7. Administer project, which will include submission of quarterly progress reports, quarterly invoices, and final report.
8. Respond to public information requests.

Products:

1. Service improvement recommendations.
2. Quarterly progress reports & billing and final report.

Beneficiaries: Gloucester County, Municipalities, Private Sector, Citizens

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2013	\$67,535		\$67,535		
2014	\$56,599		\$56,599		
2015	\$56,599		\$56,599		
2016	\$56,599		\$56,599		

\$38,680 Cash - \$17,919 Match

INVOICE

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

Date: _____
Agreement No.: 14-63-022
Reporting Period:
From: _____
To: _____

Attention: Accounting Department

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

1. Total Cost Incurred During Period	\$0 _____
2. Less Matching for Agency Grant (-31.66%)	\$ _____
3. Less Retainage, if any	(-) \$0.00 _____
4. Net Amount Payable	\$ _____

Submitted By: _____ Date: _____
(Signature)

Agency: The County of Gloucester, NJ

Project Title: Transit Support Program

*Please attach all original invoices.

DETAILED BILLING REPORT

Date: _____

Agreement No. : _____

Reporting Period: From: ___/___/___ To: ___/___/___

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

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

SUBTOTAL \$ _____

FRINGE BENEFITS \$ _____

TOTAL LABOR \$ _____

NON-LABOR COSTS (Specify in Detail)

1		\$ _____
2		\$ _____
3		\$ _____

TOTAL NON-LABOR \$ _____

Submitted By: _____

Signature: _____ Date: ___/___/___

TOTAL COST \$ _____



Object Billing Summary

AGENCY: Gloucester County

PROJECT NO.: 14-63-022

DATE:

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COSTS	CURRENT COSTS	TOTAL COSTS	BALANCE
PERSONNEL	\$ 41,900.00				\$ 41,900.00
FRINGE BENEFITS @54.55%	\$ 14,099.00				\$ 14,099.00
TRAVEL	\$ 500.00				\$ 500.00
MATERIAL SUPPLIES	\$ 100.00				\$ 100.00
TOTAL	\$ 56,599.00				\$ 56,599.00
LESS AGENCY MATCH (31.66%)	\$ 17,919.00				\$ 17,919.00
LESS COMMISSION MATCH	\$ -				\$ -
AMOUNT PAYABLE	\$ 38,680.00				\$ 38,680.00

Task Billing Summary

AGENCY: Gloucester County

PROJECT NO.: 14-63-022

DATE:

TASK TITLE	BUDGET	PREVIOUS COSTS	CURRENT COSTS	TOTAL COSTS	BALANCE
Task 1 - Monitor NJ Transit	\$ 12,000.00				\$ 12,000.00
Task 2- Assist regional Agencies w/Transit Projects	\$ 8,000.00				\$ 8,000.00
Task 3- Assist Business Community	\$ 3,500.00				\$ 3,500.00
Task 4 - Regional Marketing	\$ 10,000.00				\$ 10,000.00
Task 5 - Provide Technical Assistance	\$ 6,599.00				\$ 6,599.00
Task 6 - Participate in Meetings	\$ 7,500.00				\$ 7,500.00
Task 7 - Administration	\$ 4,000.00				\$ 4,000.00
Task 8 - Response to Public Requests	\$ 5,000.00				\$ 5,000.00
TOTAL	\$ 56,599.00				\$ 56,599.00

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Form 10

<u>Article 1: Responsibilities and Services of the CONTRACTOR</u>	3
<u>Article 2: Assignability</u>	4
<u>Article 3: Supervision</u>	5
<u>Article 4: Responsibilities of the COMMISSION</u>	5
<u>Article 5: Changes and Amendments</u>	6
<u>Article 6: Compensation and Method of Payment</u>	7
<u>Article 7: Termination of Agreement for Cause and/or Convenience</u>	8
<u>Article 8: Suspension of Agreement - Stop Work Orders</u>	10
<u>Article 9: Disputes</u>	11
<u>Article 10: Arbitration</u>	12
<u>Article 11: Federal Requirements</u>	12
11.1 <u>Civil Rights Requirements</u>	12
11.2 <u>Non-discrimination on the Basis of Handicap</u>	13
11.3 <u>Political Activity</u>	14
11.4 <u>Disclosure of Information</u>	14
11.5 <u>Clean Air and Clean Water</u>	14
11.6 <u>Energy Conservation Program</u>	14
11.7 <u>Historic Preservation</u>	14
11.8 <u>Environmental Requirements</u>	15
11.9 <u>Resource Conservation and Recovery Act</u>	15
11.11 <u>Contract Work Hours and Safety Standards Act</u>	15
11.12 <u>Metric System</u>	15
11.13 <u>False or Fraudulent Statements and Claims</u>	15
11.14 <u>Incorporation of Provisions</u>	16
<u>Article 12: Interest of Members of the COMMISSION and Others</u>	16
<u>Article 13: Interest of the CONTRACTOR</u>	16

<u>Article 14: Interest of Members of Congress</u>	16
<u>Article 15: Audit and Inspection of Records</u>	16
<u>Article 16: Identification of Documents</u>	17
<u>Article 17: Publicity</u>	18
<u>Article 18: Rights in Data, Copyrights, and Disclosure</u>	18
<u>Article 19: Confidentiality</u>	19
<u>Article 20: Patent Rights</u>	19
<u>Article 21: Liquidated Damages</u>	19
<u>Article 22: Invoice Forms and Time Sheets</u>	20
<u>Article 23: Certification of Non-collusion</u>	20
<u>Article 24: Restrictions on Lobbying</u>	21
<u>Article 25: Entire Agreement</u>	21

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

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

Last Revision 11-23-98

Article 1: Responsibilities and Services of the CONTRACTOR

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

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

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

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

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

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

Paragraph Added 2-2-98

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

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

Exhibit B.3

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

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

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

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

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

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

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

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

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

Section Added

Article 2: Assignability

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

Article 3: Supervision

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

Article 4: Responsibilities of the COMMISSION

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

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the CONTRACTOR required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the CONTRACTOR. The cost for this data shall be only that of reproduction or processing. The CONTRACTOR shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the CONTRACTOR shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the CONTRACTOR.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the CONTRACTOR has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this

Agreement.

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

Article 5: Changes and Amendments

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

Section Revised 9-19-97

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

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

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

Paragraph Revised 9-19-97

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

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

Exhibit B.6

principal provisions of this Agreement.

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

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

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

Article 6: Compensation and Method of Payment

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

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

Sample forms are attached.

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

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

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

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

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

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

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

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

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

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

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

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

Paragraph Added 2-2-98

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

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

Exhibit B.8

forth in the Special Conditions Section of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 8: Suspension of Agreement - Stop Work Orders

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

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

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

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

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

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

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

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

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

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

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

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

Article 9: Disputes

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

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

Article Revised 9-19-97

Article 10: Arbitration

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

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

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

Article 11: Federal Requirements

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

(a) Prohibitions Against Discrimination

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

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

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

(b) Equal Employment Opportunity

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

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

(c) Disadvantaged Business Enterprise (DBE) Program

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

- ii. The CONTRACTOR agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The CONTRACTOR agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the CONTRACTOR is required by AGENCY regulations to have a DBE program, the DBE program approved by the is incorporated by reference and made a part of this Agreement. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notifying the CONTRACTOR of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. § § 3801 *et seq.*

- (d) Nondiscrimination on the Basis of Sex: To the extent applicable, the CONTRACTOR agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

- (e) Nondiscrimination on the Basis of Age: The CONTRACTOR agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibit discrimination on the basis of age.

- (f) Access Requirements for Persons with Disabilities: The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
 - i USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.

 - ii USDOT regulations, "Nondiscrimination on the Basis of Handicap in

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

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

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

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

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

11.2 Political Activity

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

Section Revised 11-23-98

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

Section Revised 11-23-98

11.3 Disclosure of Information

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

11.4 Clean Air and Clean Water

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

Section Revised 9-19-97

11.5 Energy Conservation Program

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

Section Revised 9-19-97

11.6 Historic Preservation

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

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

11.7 Environmental Requirements

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

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

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

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

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

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

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

Section Added 2-2-98

11.11 Metric System

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

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

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

Section Added 9-19-97

11.13 Incorporation of Provisions

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

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the CONTRACTOR

13.1 The CONTRACTOR covenants that no member, officer or employee of the CONTRACTOR has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The CONTRACTOR shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The CONTRACTOR shall permit and shall require its subcontractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The CONTRACTOR agrees that any payment made by the COMMISSION to the CONTRACTOR, and any expenditures of the CONTRACTOR under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The CONTRACTOR agrees to remit to the COMMISSION any excess payments made to the CONTRACTOR, any costs disallowed as a result of audit, and any amounts recovered by the CONTRACTOR from third parties or other sources.

Paragraph Added 11-23-98

15.3 The CONTRACTOR shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the CONTRACTOR to surrender all records at the end of the three (3) year period for additional storage.

15.4 The CONTRACTOR shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendemnts of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The CONTRACTOR understands that the audit may be made available to the AGENCY

and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the CONTRACTOR in place of the audit performed under 15.4 above, the COMMISSION's audit of the CONTRACTOR is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the CONTRACTOR's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the CONTRACTOR concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the CONTRACTOR or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which CONTRACTOR or subcontractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the CONTRACTOR's financial reports, or

other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the CONTRACTOR.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CONTRACTOR relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The CONTRACTOR shall not include in the data any copyrighted matter, unless the CONTRACTOR provides the COMMISSION with written permission of the copyright owner for the CONTRACTOR to use such copyrighted matter.

18.5 The CONTRACTOR bears responsibility for the administration of the PROJECT and therefore the CONTRACTOR alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to CONTRACTOR's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The CONTRACTOR shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the CONTRACTOR divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the CONTRACTOR's material when the CONTRACTOR's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, CONTRACTOR may divulge or release information that is of direct interest to the CONTRACTOR, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the CONTRACTOR or its employees or subcontractor, in the course of, in connection with, or under the terms of this Agreement, the CONTRACTOR shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the CONTRACTOR, or subcontractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The CONTRACTOR agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the CONTRACTOR any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the CONTRACTOR may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the CONTRACTOR.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the CONTRACTOR in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works

on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or subcontractor engaged by the CONTRACTOR.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the CONTRACTOR, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and CONTRACTOR, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The CONTRACTOR hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

- agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

C10

RESOLUTION AUTHORIZING AN ACCESS AGREEMENT WITH THE PUBLIC SERVICE ELECTRIC & GAS TO ENTER COUNTY PROPERTY IN WEST DEPTFORD TOWNSHIP TO FACILITATE A PRELIMINARY DESIGN PLAN FOR A NEW OVERHEAD TRANSMISSION LINE

WHEREAS, the County of Gloucester (hereinafter the "County") is the owner of certain property located in the Township of West Deptford (hereinafter the "Township") at Block 347.02, Lot 1; and

WHEREAS, the Public Service Electric & Gas Company (hereinafter "PSE&G") is in the process of constructing a new overhead transmission line as part of its Southern Reinforcement Project and is requesting access to the above between July 1, 2013 and October 1, 2013; and

WHEREAS, PSE&G will perform the following types of surveying and investigation activities:

- Civil- including land boundaries, staking and related activities,
- Cultural- including archaeological, historical and related surveys
- Environmental- including threatened and endangered species, and other biological and wetland delineation
- Geological- soil samples for soil structure and rock depth
- Appraisal- if additional rights are required from the County, to determine monetary compensation; and

WHEREAS, PSE&G has engaged Fralinger Engineering as its contractor to do the surveying for this project; and

WHEREAS, the proposed activity would not interfere with the routine County operations on the Property and it will serve the public good for the County to allow PSE&G to have access to the Property for purposes of completing the preliminary design plan for this South Jersey project.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester be, and the same hereby is, authorized to enter into a Site Access Agreement with the Public Service Electric & Gas Company in the form attached hereto, which will allow PSE&G or its agents to enter upon County property for purposes of surveying and sampling to complete the preliminary design plan for the new overhead transmission line and part of the Southern Reinforcement Project; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director, and the Clerk of the Board, be, and the same hereby are, authorized and directed to sign an Access Agreement with the Public Service Electric and Gas Company in the form attached hereto; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director, or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to take any and all other and further actions, and to sign any other required documents, necessary to implement the objective of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C10

**ACCESS AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND**

PUBLIC SERVICE ELECTRIC & GAS COMPANY

THIS AGREEMENT is entered into this ___ day of June , 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and **THE PUBLIC SERVICE ELECTRIC & GAS COMPANY** with an office at 80 Park Plaza, T6B, Newark, New Jersey 07102, hereinafter referred to as "PSE&G".

WHEREAS, The County owns certain property known as Block 347.02, Lot 1, 550 Grove Road, West Deptford, New Jersey; and

WHEREAS, PSE&G has identified a preferred route to construct a new overhead transmission line as part of its Southern Reinforcement Project and in correspondence dated May 22, 2013 has requested access to the above County owned property to facilitate planning and completion of a preliminary design plan; and

WHEREAS, County desires to accommodate PSE&G, consistent with the terms of this Agreement, Federal and State law and County rules and regulations.

AGREEMENT

NOW, THEREFORE, and in consideration of the performance of the mutual promises made by and between County and PSE&G as described in this Agreement, the parties, for themselves, and their successors and assigns, hereby agree as follows:

1. **PROPERTY**. County hereby agrees to allow PSE&G access to Block 347.02, Lot 1 in the Township of West Deptford (the "Property") between July 1, 2013 and October 1, 2013 (the "Term").

County hereby gives PSE&G, its agents, representatives, consultants, and employees a revocable license to access only; and specifically does not convey any other right, title, interest or privilege of any kind aside from that which is specified herein.

2. **USE OF THE PROPERTY**.

PSE&G shall pay a fee of \$1.00 for access to the Property.

The requested access is to perform the following types of surveying and investigation activities:

- Civil- including land boundaries, staking and related activities
- Cultural- including archaeological, historical and related surveys
- Environmental- including threatened and endangered species, and other biological and wetland delineation
- Geological- soil samples for soil structure and rock depth
- Appraisal- in the event additional rights are required from you, to determine monetary compensation.

County recognizes the surveys set forth above may require shovel tests, soil borings and other investigative activities these activities will not cause any damage to County property. Should damage to the Property occur as a result of surveys performed by PSE&G, PSE&G shall bear all costs and expenses of making repairs necessary to return the property to its original condition.

The Parties understand that this access agreement does not grant, nor imply any future access for the installation of the new transmission line.

3. **INDEMNIFICATION.** PSE&G shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of PSE&G, or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants, independent contractors, guests and invitees, or from PSE&G's failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from PSE&G's performance or failure to perform pursuant to the terms and provisions of this Agreement. The PSE&G'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. Notwithstanding anything herein to the contrary, PSE&G has no obligation to indemnify, defend or hold harmless the County for or against any claims, loss, liability, expense or damage arising from gross negligence or willful misconduct on the part of the County or the County's agents, representatives, consultants, employees, officers, licensee or invitees.
4. **INSURANCE.** PSE&G shall provide to the County proof of the following minimum insurance coverage, as specified below, with a company or companies licensed or otherwise authorized to do business in the State of New Jersey:

General Liability (including, but not limited to, personal injury, premises, property damage) with a minimum limit combined single limit of \$500,000 per occurrence / \$500,000 annual aggregate for "not-for-profit" organizations and \$1,000,000 per occurrence / \$1,000,000 annual aggregate for "for profit" organizations.

Notwithstanding the foregoing, Licensee may self-insure according to the foregoing terms if it is qualified and able to do so.

5. **LICENSE; TERMINATION.** The parties acknowledge that this Agreement constitutes a revocable license to access only, which license may be revoked by the County prior to expiration of the Term only in the event of a breach on the part of PSE&G that remains uncured after ten (10) business days' advance written notice.

County shall provide notice of such breach to PSE&G at the address set forth above. Upon termination, PSE&G shall remove themselves and all objects, which it may have placed on the Property and leave the same in the same condition as it found it at the commencement of this Agreement.

This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Property.

6. **NO AGENCY RELATIONSHIP.** The parties acknowledge that PSE&G is an independent organization, and has no agency or other formal relationship with the County beyond the relationship created by the terms of this Agreement.
7. **APPLICABLE LAW.** The application and/or interpretation of this Agreement, and the rights and obligations of the parties to the Agreement, shall be governed by the laws of the State of New Jersey.
8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned by PSE&G, except as otherwise agreed in writing by both parties. Any attempted assignment 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.
9. **CONTRACT PARTS.** The Parties' Agreement consists of this four page Agreement and the correspondence dated May 22, 2013 from Richard A. Franklin, Manager, Corporate Properties for PSE&G to the County of Gloucester, which is incorporated herein by reference. Should there occur a conflict between this Agreement and the "Requesting" document, then this Agreement shall prevail.

SIGNATURE PAGE TO FOLLOW

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR
BOARD OF CHOSEN FREEHOLDERS

PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
BY: PSEG SERVICES CORPORATION, AS AGENT

WITNESS:

~~PSE&G~~




RICHARD A. FRANKLIN, MANAGER
CORPORATE PROPERTIES

DI

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS
NECESSARY TO APPLY TO NEW JERSEY WOMEN, INFANTS AND CHILDREN
(WIC) SERVICES IN THE AMOUNT OF \$1,500.00 FROM JUNE 1, 2013 TO
SEPTEMBER 30, 2013 FOR THE PROVISION OF THE SENIOR FARMER'S MARKET
VOUCHER PROGRAM**

WHEREAS, the County, through its Division of Senior Services, desires to apply for and obtain funding in the amount of \$1,500.00 in the form of a "mini grant" from the New Jersey Women, Infants and Children (WIC) Services for the purpose of maintaining services and defraying costs associated with the provision of the Senior Farm Market Voucher Program to the senior residents of the County; and

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

WHEREAS, the grant is in the amount of \$1,500.00 and shall be for the period June 1, 2013, through September 30, 2013; and

WHEREAS, the Division of Senior Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and attachments is true and correct; and

WHEREAS, the Board of Chosen Freeholders 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 New Jersey WIC Services for the administration of such grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents to apply to New Jersey Department of Human Services, New Jersey WIC Services, for a "mini grant" in the amount of \$1,500.00, for the period June 1, 2013, through September 30, 2013, for the purpose of maintaining services and defraying costs associated with the provision of the Senior Farm Market Voucher Program to the senior residents of Gloucester County; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it will comply with all applicable regulations of the granting authority, and will provide any additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



DI

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

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: Dawn Cooper

DEPARTMENT: Senior Services

GRANT TITLE: Senior Farmer's Market Nutrition Program

DATE: June 14, 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: June 26, 2013

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



Gloucester County

DFHS13WMN008

NJDHSS NOTICE OF MINI-GRANT AWARD (\$29,000 OR LESS)

- 1. Date Issued
- 2. Supersedes Award Notice Dated
- 3. Grant Award No.
 - a. DFHS13WMN008
 - b. Amendment No.
 - c. Payee Reference DFHS13WMN008
Format: (XXXXXXXXXXXX)
- 4. Title of Grant Award
- 5. Grantee
 - Gloucester County
 - Court House Post Office Box 337
 - Woodbury, NJ 08096-0000
 - Phone: (856) 853-3390
- 6. Vendor ID No.
 - 216000660-05
- 7. Budget Period (Month/Day/Year)
 - From: 6/1/2013 Through: 9/30/2013
- 8. Project Period (Month/Day/Year)
 - From: 6/1/2013 Through: 9/30/2013
- 9. Approved Budget
 - a. Grant Funds Only
 - b. Total Project Costs including grant funds and all other financial participation
- 10. Funding Authorization Number(s)

- 11. Source of Funds
 - a. Grant Award \$1,500
 - b. Non-State Share* \$0
 - Total Award \$1,500
- 12. Award Computation for Grant
 - a. Amount of Financial Assistance \$1,500
 - b. Less Unobligated Balance from Prior Budget Periods
 - c. Less Cumulative Prior Award(s) This Budget Period \$1,500

* Must meet all matching or cost Participation requirements Subject to adjustment in accordance with DHSS policy.

- 13. This grant is subject to the terms and conditions incorporated either directly or by reference in the following:
 - a. See Program Specifications below:

The Grantee's Terms and Conditions for Administration of Grants is referenced in this grant. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are obtained from the grant payment system.

- 14. Remarks (Other Terms and Conditions Attached: Yes No)

Program Management Officer
 Name: Dorothy.Ngumezi
 Phone: 609-292-1315
 Email: dorothy.ngumezi@doh.state.nj

Grants Management Officer
 Name: John Jandola
 Phone: 609-984-1315
 Email: john.jandola@doh.state.nj.u

- 15. Approved by the New Jersey Department of Health and Senior Services Official,
 , Grant Approval Officer on

6/4/2013



DHSS NOTICE OF MINI-GRANT AWARD (\$29,000 OR LESS) CONTINUED

PROGRAM SPECIFICATIONS:

The following program and administrative specifications are required by the Grantee as a condition of this award.

PURPOSE/DESCRIPTION OF SERVICE:

To provide SFMNP benefits to eligible senior citizens in Gloucester County in order to enhance their nutrition requirement by providing them SFMNP checks to purchase locally grown fresh fruits, vegetables, and herbs.

PAYMENT (Indicate payment methods):

Advance payment

PROGRAM EXPENSE AND RELATED COSTS (Indicate cost related to Award):

Staffing \$1,200

Printing \$250

PRIMARY OBJECTIVE(S):

To distribute SFMNP checks to a minimum of 2,000 eligible senior citizens in Gloucester County;

To ensure that all the SFMNP checks were distributed to senior citizens without any left over checks as required for this grant.

To provide nutrition education to senior citizens;

To provide an updated farmers' list and other SFMNP materials to senior citizens who received checks; and

6/4/2013

NJDHSS Notice of Mini-Grant Award (\$36,000 or Less)

DFHS13WMN008

txtprimaryobj continued

To provide instructions on check redemption process to senior citizens during check pick-up.



Gloucester County

DFHS13WMN008

DHSS Organization Information Review Page

Check here if no Attorney

Name of Attorney for Agency TONY FIOLA
 Attorney Telephone 856-384-6897
 Attorney Email tfiola@co.gloucester.nj.us
 Address 1 2 South Broad Street
 Address 2 2nd Floor
 City Woodbury State New Jersey Zip 08096

Name of Principal Agency Contact ROBERT M. DAMMINGER
 Title of Principal Agency Contact Freeholder Director
 Principal Agency Telephone 856-853-3390
 Principal Agency E-mail rdamminger@co.gloucester.nj.us
 Address 1 2 South Broad Street, 3rd Floor
 Address 2 PO BOX 337
 City Woodbury State New Jersey Zip 08096

Name of Principal Program Contact ANNA DOCIMO
 Title of Principal Program Contact EXECUTIVE DIRECTOR
 Principal Program Telephone 856-686-8340
 Principal Program E-mail adocimo@co.gloucester.nj.us
 Address 1 115 BUDD BLVD
 Address 2
 City WEST DEPTFORD State New Jersey Zip 08096

Name of Principal Fiscal Contact KAREN CHRISTINA
 Title of Principal Fiscal Contact FISCAL OFFICER
 Principal Fiscal Telephone 856-686-8334
 Principal Fiscal E-mail kchristi@co.gloucester.nj.us
 Address 1 115 BUDD BLVD
 Address 2
 City WEST DEPTFORD State New Jersey Zip 08096

Agency Fiscal Year End (mm/dd) 12/31

Does the Agency Meet the following Licensure Requirements?

Facility N/A
 Services N/A
 Personnel N/A

Is a copy of the license attached? No

Agency Accounting System Accrual Basis

Affirmative Action Plan Yes

Selected Type of Agency: County

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.



Gloucester County

DFHS13WMN008

Application Summary

Proposed Project Title: WIC/SENIOR FARMERS MARKET NUTRITION PROGRAM MINI GRANT 2013

Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? Yes No

Name of Member(s):

Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? Yes No

Name of Board, Council, etc. N/A

Select Preferred Payment Plan Advance Payment

Name of Grantee: Gloucester County

Gloucester County

Organization Address Court House Post Office Box 337

Woodbury, NJ 08096-0000

Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-05

Vendor Unit:

Vendor Unit Address Broad and Delaware Street

Certificate of Need Project Pending Not Required

Is political subdivision covered by NJ Civil Service Merit System? Yes No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? Yes No

Name of NJDHSS Program Manager Regarding Application: DOROTHY NGUMEZI

Type of Request

- New
- Renewal of Grant #: DFHS12WMN018
- Modification to Grant #:

Budget Period (Month/Day/Year) - This is the period of time for which a grant is to be funded.

From: 6/1/2013 Through: 9/30/2013

Project Period (Month/Day/Year) - This the period of time expected to complete the project.

From: 6/1/2013 Through: 9/30/2013

Funds Requested From State (May not exceed \$36,000)	Funds From Other Sources	Total Funds Required
\$1,500	\$0	\$1,500

6/4/2013



Gloucester County

DFHS13WMN008

Project Location

Statewide Project

County to Filter by:

Municipalities:

Gloucester County

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Washington Township
Washington Township
Washington Township
Washington Township
Wenonah Borough



Gloucester County

DFHS13WMN008

NEEDS AND OBJECTIVES OF PROJECTS

Assessment of Need(s) - List the need(s) which illustrate the reason for the project. The funding will allow the WIC Services to enhance the lives of the low-income senior citizens of New Jersey. The funding will enable the AAA to maintain and possibly enhance the service delivery of the Senior Farmer's Market Nutrition Program, enabling the AAA to continue to provide Farm Market Vouchers to low-income seniors residing in Gloucester County

6/4/2013



Gloucester County

DFHS13WMN008

NEEDS AND OBJECTIVES OF PROJECTS- CONTINUED

Objective(s) of Project - List what will be done to alleviate need(s) described above. Funds will enable the AAA to print forms, descriptive pamphlets/ booklets, and to purchase any necessary supplies or materials specific to the service delivery of the program. Funds will also enable the AAA to provide and maintain staffing needed to develop, administer and maintain the program



Gloucester County

DFHS13WMN008

NEEDS AND OBJECTIVES OF PROJECTS- CONTINUED

Cost of Project - Indicate costs related to the project.

Staffing- \$1,250.00 (83%)*

Printing- \$250.00 (17%)*

* Costs will be relative to the printing of forms, descriptive pamphlets/ booklets, and to purchase any necessary supplies or materials specific to the service delivery of the program. Funds will also enable the AAA to provide and maintain staffing needed to develop, administer and maintain the program

6/4/2013



Gloucester County

DFHS13WMN008

ADDITIONAL SITE LOCATIONS

Please use this form to list any applicable site locations in addition to your agency's primary address.

Site 1

Site Name Various Site locations within Gloucester County

Address 1

Address 2

City

State New Jersey

Zip

Phone

Email

Site 2

Site Name

Address 1

Address 2

City

State New Jersey

Zip

Phone

Email

Site 3

Site Name

Address 1

Address 2

City

State New Jersey

Zip

Phone

Email

6/4/2013



Gloucester County

DFHS13WMN008

ADDITIONAL SITE LOCATIONS

Site 4
Site Name

Address 1

Address 2

City
Zip
Phone

State New Jersey

Email

Site 5
Site Name

Address 1

Address 2

City
Zip
Phone

State New Jersey

Email

6/4/2013



NJDHSS NOTICE OF MINI-GRANT AWARD (\$29,000 OR LESS)

- 1. Date Issued
- 2. Supersedes Award Notice Dated
- 3. Grant Award No.
 - a. DFHS13WMN008
 - b. Amendment No.
 - c. Payee Reference DFHS13WMN008
Format: (XXXXXXXXXXXXXX)
- 4. Title of Grant Award
- 5. Grantee
 - Gloucester County
 - Court House Post Office Box 337
 - Woodbury, NJ 08096-0000
 - Phone: (856) 853-3390
- 6. Vendor ID No.
 - 216000660-05
- 7. Budget Period (Month/Day/Year)
 - From: 6/1/2013 Through: 9/30/2013
- 8. Project Period (Month/Day/Year)
 - From: 6/1/2013 Through: 9/30/2013
- 9. Approved Budget
 - a. Grant Funds Only
 - b. Total Project Costs including grant funds and all other financial participation
- 10. Funding Authorization Number(s)

- 11. Source of Funds
 - a. Grant Award \$1,500
 - b. Non-State Share* \$0
 - Total Award \$1,500
- 12. Award Computation for Grant
 - a. Amount of Financial Assistance \$1,500
 - b. Less Unobligated Balance from Prior Budget Periods
 - c. Less Cumulative Prior Award(s) This Budget Period \$1,500
 - d. AMOUNT OF THIS ACTION

* Must meet all matching or cost Participation requirements Subject to adjustment in accordance with DHSS policy.

- 13. This grant is subject to the terms and conditions incorporated either directly or by reference in the following:
 - a. See Program Specifications below:

The Grantee's Terms and Conditions for Administration of Grants is referenced in this grant. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are obtained from the grant payment system.

- 14. Remarks (Other Terms and Conditions Attached: Yes No)

Program Management Officer
 Name: Dorothy.Ngumezi
 Phone: 609-292-1315
 Email: dorothy.ngumezi@doh.state.nj

Grants Management Officer
 Name: John Jandola
 Phone: 609-984-1315
 Email: john.jandola@doh.state.nj.u

- 15. Approved by the New Jersey Department of Health and Senior Services Official,
 , Grant Approval Officer on



Gloucester County

DFHS13WMN008

DHSS NOTICE OF MINI-GRANT AWARD (\$29,000 OR LESS) CONTINUED

PROGRAM SPECIFICATIONS:

The following program and administrative specifications are required by the Grantee as a condition of this award.

PURPOSE/DESCRIPTION OF SERVICE:

To provide SFMNP benefits to eligible senior citizens in Gloucester County in order to enhance their nutrition requirement by providing them SFMNP checks to purchase locally grown fresh fruits, vegetables, and herbs.

PAYMENT (Indicate payment methods):

Advance payment

PROGRAM EXPENSE AND RELATED COSTS (Indicate cost related to Award):

Staffing \$1,200

Printing \$250

PRIMARY OBJECTIVE(S):

To distribute SFMNP checks to a minimum of 2,000 eligible senior citizens in Gloucester County;

To ensure that all the SFMNP checks were distributed to senior citizens without any left over checks as required for this grant.

To provide nutrition education to senior citizens;

To provide an updated farmers' list and other SFMNP materials to senior citizens who received checks; and

6/4/2013

NJDHSS Notice of Mini-Grant Award (\$36,000 or Less)

DFHS13WMN008

txtprimaryobj continued

To provide instructions on check redemption process to senior citizens during check pick-up.

**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR
TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY
TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" IN THE AMOUNT OF
\$1,500.00 FOR THE PERIOD BEGINNING JUNE 1, 2013 AND CONCLUDING
SEPTEMBER 30, 2013 FOR THE PROVISION OF THE
SENIOR FARMER'S MARKET VOUCHER PROGRAM**

Resolution to authorize the Freeholder Director to sign any and all documents regarding the application to New Jersey WIC Services for a grant in the amount of \$1,500.00, which will be utilized to defray costs associated with the provision of Senior Farmer's Market Nutrition Program. Funding from this grant will enable the Division of Senior Services to enhance and maintain service; by defraying the costs of service delivery of the Senior Farm Market Voucher Program for the elderly population in Gloucester County for the period June 1, 2013 to September 30, 2013.

D2

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS
NECESSARY TO APPLY FOR LOCAL CORE CAPACITY FOR PUBLIC
HEALTH EMERGENCY PREPAREDNESS GRANT FROM JULY 1, 2013 TO
JUNE 30, 2014 IN AN AMOUNT NOT TO EXCEED \$328,716.00**

WHEREAS, the County of Gloucester (hereinafter the "County") desires to renew the Bio-terrorism grant, which provides for the upgrading, integrating and evaluating of regional local public health preparedness for, and response to, Bio-Terrorism, outbreaks of other infectious disease, other public health threats and emergencies through a Grant renewal; and

WHEREAS, the grant application for renewal is for the Bio-terrorism one (1) year funding cycle; and

WHEREAS, the funds requested from the State of New Jersey, Department of Health and Senior Services, in an amount not to exceed \$328,716.00; and

WHEREAS, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County's Department of Health, Senior, and Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board of Chosen Freeholders are hereby authorized to execute any and all documents necessary to apply to the New Jersey Department of Health, Senior, and Disability Services for the grant entitled Bio-terrorism in the amount not to exceed \$328,716.00 from July 1, 2013, to June 30, 2014; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed application for grant funds from the New Jersey Department of Health and Senior Services, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the New Jersey Department of Health and Senior Services for the Bio-terrorism Grant in the amount not to exceed \$328,716.00 for the period beginning July 1, 2013 and concluding June 30, 2014; and

BE IT FUTHER RESOLVED that the Gloucester County Department of Health, Senior and Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



DO

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



TO: Karen Christina

DEPARTMENT: Health Department

GRANT TITLE: Local Core Capacity for Public Health

Emergency Preparedness Grant

DATE: June 14, 2013

DEPARTMENT OF HUMAN
SERVICES

CERTIFICATION LETTER

DIRECTOR
Lisa A. Cerny

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

FREEHOLDER MEETING: June 26, 2013

www.gloucestercountynj.gov

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

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: June 6, 2013

1. TYPE OF GRANT
 NEW GRANT
 x RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 326

2. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant

3. GRANT TERM: FROM: 07/01/2013 TO: 06/30/2014

4. COUNTY DEPARTMENT: Health Department

5. DEPT. CONTACT PERSON & PHONE NUMBER: Carl Michaels (609) 292-0290

6. NAME OF FUNDING AGENCY: NJ Department of Health and Senior Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): NJ Department of Health and Senior Services will be providing funding to public health emergency to help enhance the capabilities of emergency-ready public health department.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ 239,081

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 43% %

13. DATE APPLICATION DUE TO GRANTOR 6/6/13

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE June 6, 2013

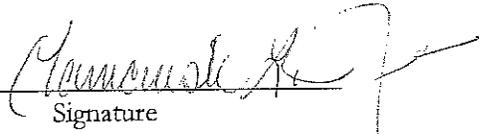
1. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant
2. DEPARTMENT: Health Department
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Carl Michaels
5. FUNDING AGENCY PHONE NUMBER: (609) 292-0290
6. GRANT AMOUNT: \$328,716.00
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: \$ 328,716.00
8. CONTRACT PERIOD: FROM: 07-01-2013 TO: 06/30/2014
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: x _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO _____
ARE THEY MONTHLY _____ QUARTERLY x END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO x
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES x NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: NJ Department of Health and Senior Services will provide funding to enhance the county's capabilities of emergency-ready public health department by upgrading, integrating and evaluating local public health jurisdictions' preparedness and responses.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES x NO _____

DEPARTMENT HEAD: 
Signature

DATE: 6/7/2013

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 11 JUNE 2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. 
Signature

2. _____
Signature



State of New Jersey

DEPARTMENT OF HEALTH AND SENIOR SERVICES

PO BOX 361
TRENTON, N.J. 08625-0361

www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

MARY E. O'DOWD, M.P.H.
Commissioner

April 26, 2013

Gloucester County Department of Health & Senior Services
Annmarie Ruiz, Health Officer
204 East Holly Avenue
Sewell, NJ 08080

Dear Ms. Ruiz:

The New Jersey Department of Health (NJDOH) will provide continued funding through the 2013 State Health Services Grant for up to \$328,716 to be allocated to your agency. This grant award is intended to sustain your agency's current capabilities and to enhance additional ones by upgrading and evaluating your public health jurisdiction's preparedness for and response to terrorism, pandemic influenza, and other public health emergencies. This grant will be effective July 1, 2013 through June 30, 2014.

Please consider this letter as a commitment to fund this award in accordance with legal provisions of said grant. The Notice of Grant Award documents will be processed as soon as review of your application in response to the Request for Application (RFA) is completed in the System for Administering Grants Electronically (SAGE). It is important to note that NJDOH will not be able to provide cash payments for any costs incurred in carrying out the terms of the grant until a fully executed Notice of Grant Award has been processed. Funding under this grant is expressly dependent upon the availability of funds to NJDOH appropriated by the U.S. Centers for Disease Control and Prevention (CDC). NJDOH shall not be liable for any breach due to the absence of available funding appropriations.

If you have questions regarding this matter, please contact me at 609-292-0290.

Sincerely,

Carl Michaels
LINCS Program Management Officer

c: Rina Warehall

Request for Applications (RFA)
Local Core Capacity for Public Health Emergency Preparedness Grant
July 1, 2013 through June 30, 2014

Applications must be received no later than June 06, 2013 at 11:59 pm, via the System for Administrating Grants Electronically (SAGE) IntelliGrants System.

Intent:

The New Jersey Department of Health and Senior Services (NJDHSS) will be providing continued funding to the state's twenty-one (21) LINCS Agencies for regional public health emergency preparedness activities, specifically designated to benefit the entire county/city population. This funding is contingent upon the receipt of funds through the Centers for Disease Control and Prevention's (CDC) Public Health Emergency Preparedness (PHEP) Cooperative Agreement.

Purpose:

The purpose of this grant is to sustain current capabilities of the LINCS Agencies (grantee) and to enhance additional ones by upgrading and evaluating their respective jurisdiction's preparedness for and response to terrorism, pandemic influenza, and other public health emergencies. Grantees will continue to utilize an all-hazards capabilities-based approach to work on mandated grant activities associated with the following public health preparedness capabilities:

4. Emergency Public Information and Warning
6. Information Sharing
7. Mass Care
8. Medical Countermeasure Dispensing
9. Medical Materiel Management and Distribution
13. Public Health Surveillance and Epidemiological Investigation (07-01 to 12-31-2013)
15. Volunteer Management

Additionally, grantees can use this award to address individual gaps identified within their county specific capability and/or hazard vulnerability assessments.

Budget Period:

12 months (July 1, 2013 -- June 30, 2014)

Terms of Compliance:

The grantee, if awarded funding, must comply with the following:

- The terms and conditions for the administration of grants issued by NJDOH;
- The general and specific compliance requirements (as described in Attachment C), which are incorporated in the grant agreements executed by NJDOH; and,
- Federal cost principles applicable to the grantee's organization.

Progress Reporting Periods and Due Dates

Grant Reporting Periods	Report Number	Due Date
07/01/13 to 12/31/13	1 (Midterm)	01/30/2014
01/01/14 to 06/30/14	2 (Final)	07/30/2014

Quarterly Expenditure Reporting Periods and Due Dates

Grant Reporting Periods	Report Number	Due Date
07/01/13 to 09/30/13	1	10/15/2013
10/01/13 to 12/31/13	2	01/15/2014
01/01/14 to 03/31/14	3	04/14/2014
04/01/14 to 06/30/14	4 (Final)	07/30/2014

Use of Funds:

1) Each LINCS Agency must utilize grant funding to build/sustain capacity within the seven prioritized public health preparedness capabilities referenced in the above Purpose Section:

- a) **A minimum of 90% of all CDC funding (Base & CRI) must be directed toward Personnel or Consultant Services Costs to support staff working on the identified preparedness capabilities.**
- b) In addition, based upon individual jurisdictional assessments, grant funds can be used to support other initiatives related to public health emergency preparedness. However, the following expenditures are prohibited:

Funding Exclusions:

- **After 12-31-2013, supporting Public Health Surveillance and Epidemiological Investigation with funding from this grant is strictly prohibited as at this time Capability 13 will move under the direction of the NJDOH Communicable Disease Program.**
- Vehicles (of any kind)
- Incentive items
- Purchase of antiviral drugs, seasonal influenza vaccine, or pneumococcal vaccine
- Hazmat initiatives (including hazmat equipment and salaries for hazmat personnel)
- Recipients may not use funds for construction
- Recipients may not use funds for clinical care
- Recipients may only expend funds for reasonable program purposes, including: personnel, travel, supplies and services such as contractual.
- Supplanting: Funds cannot supplant or substitute existing agency funds from other sources.

Hospital Preparedness Program (HPP) Funding:

LINCS Agencies may enhance their efforts for having a Medical Reserve Corps and Emergency System for Advanced Registration of Volunteer Health Professionals (MRC/ESAR-VHP) volunteer program for their jurisdiction that supports the state's NJMRC/ESAR-VHP volunteer initiative. New Jersey has created a volunteer program as mandated by the federal government in accordance to the mandated ESAR-VHP Standards and Guidelines. To be effective during times of crisis, volunteers must be organized and trained to work in emergency situations and know how to work in the existing emergency management system. These important measures should occur before the incident happens.

Available funding provided by NJDOH should be directed towards recruiting, identifying, and training volunteers that support their public health agency's efforts in responding to a public health emergency. Volunteers should participate in learning experiences that will increase their knowledge and skills for supporting the public health workforce and meeting surge capacity needs during a large scale emergency. Participation in exercises and drills with other emergency and volunteer stakeholders and partners should be encouraged. Supplies and equipment may be purchased that will assist the volunteers' role or position. Printed materials may be obtained for the purpose of recruiting new members and increasing the awareness to this volunteer initiative. Funding may also be utilized to address any administrative needs of the program **with the exception of personnel costs which are prohibited with this funding source.**

Program Requirements:

- Reporting: Grantees are required to submit semi-annual progress reports with supporting documentation and quarterly expenditure reports. In addition, grantees must be up-to-date on all reporting requirements for the current year in order to be eligible for this grant.

Application Procedures:

1. For accounting purposes, Base, CRI, and HPP funds must be itemized separately in the grantee's proposed budget as well as quarterly expenditure reports.
2. Applications along with all supporting attachments must be submitted in SAGE by 11:59 PM on May , 2013. Applications will not be accepted after the due date.
3. Grantees will once again be required to obtain a letter of concurrence from the grantee's County GPHP Chair or official designee. This letter must be posted to SAGE within the "Miscellaneous Attachments" folder. Applications will not be processed without such letters. NJDOH will serve as the mediator in instances when concurrence cannot be obtained.
4. Grantees are also required to complete a simple LINCS Staffing Matrix Form furnished by NJDOH linking grant funded staff to assigned PHEP capabilities by percentage according to approximate time allocations. This new form is needed to better estimate

expenditures by capability and it must be posted to SAGE within the "Miscellaneous Attachments" folder.

5. Not all of the "Required" attachments listed in SAGE are necessary for this grant. However, the specific documents listed below are mandated by NJDHSS:
- Organizational Chart (**Pertaining to grant-funded staff**)
 - Staff Resumes
 - Salary Policy
 - Travel Policy (as applicable)
 - Lease Agreements (as applicable)
 - Proof of Indirect (as applicable)
 - Estimates for Equipment (for items over **\$5,000 per unit**)
 - Consultant/Professional Service Agreements
 - ❖ Grantees must attach copies of fully-executed professional service agreements for all consultants either partially or totally funded through this grant at the time of application. If these agreements have not yet been signed, then grant funds must first be placed in Reserve and will not be moved into the Consultant/Professional Services lines until a formal budget revision request is received and approved. Such budget revision request will not be entertained without a signed professional service agreement.
 - Letter of Concurrence (posted within Miscellaneous Attachments)

For Additional Assistance:

Contacts: Carl Michaels, Program Management Officer at 609-292-0290 or cm2@njlincs.net
Rina Warehall, Grants Management Officer at 609-826-4909 or
rina.warehall@doh.state.nj.us

SEE ATTACHED FUNDING CHART

PUBLIC HEALTH EMERGENCY PREPAREDNESS LINGS FUNDING
BP2 7/1/13 - 06/30/14

Agency	CDC Base Funding	2010 County Population	% State Population	*500,000 CDC Base Pop. Adj.	Total Base	CRI	HPP	Total Award
ATLANTIC COUNTY	\$ 200,525	274,549	3.12%	\$ 15,614	\$ 216,139	\$ 76,662	\$ 4,545	\$ 297,346
BERGEN COUNTY	\$ 200,525	905,116	10.29%	\$ 51,474	\$ 251,999	\$ 107,251	\$ 4,545	\$ 363,795
BURLINGTON COUNTY	\$ 200,525	448,734	5.10%	\$ 25,520	\$ 226,045	\$ 107,251	\$ 4,545	\$ 337,841
CAMDEN COUNTY	\$ 200,525	513,657	5.84%	\$ 29,212	\$ 229,737	\$ 107,251	\$ 4,545	\$ 341,533
CAPE MAY COUNTY	\$ 200,525	97,265	1.11%	\$ 5,532	\$ 206,057	\$ 76,662	\$ 4,545	\$ 287,264
CUMB COUNTY	\$ 200,525	156,898	1.78%	\$ 8,923	\$ 209,448	\$ 76,662	\$ 4,545	\$ 290,655
ESSEX COUNTY	\$ 200,525	506,829	5.76%	\$ 28,824	\$ 229,349	\$ 107,251	\$ 4,545	\$ 341,145
GLoucester County	\$ 200,525	288,288	3.28%	\$ 16,395	\$ 216,920	\$ 107,251	\$ 4,545	\$ 328,716
HUDSON COUNTY	\$ 238,655	634,266	7.21%	\$ 36,071	\$ 274,726	\$ 107,251	\$ 4,545	\$ 386,522
MERCER COUNTY	\$ 200,525	366,513	4.17%	\$ 20,844	\$ 221,369	\$ 107,251	\$ 4,545	\$ 333,165
Trenton HD - CRI City			0.00%	\$ -	\$ -	\$ 100,000		\$ 100,000
MIDDLESEX UNION	\$ 200,525	809,858	9.21%	\$ 46,057	\$ 246,582	\$ 107,251	\$ 4,545	\$ 358,378
MONMOUTH COUNTY	\$ 200,525	536,499	6.10%	\$ 30,511	\$ 231,036	\$ 107,251	\$ 4,545	\$ 342,832
MORRIS COUNTY	\$ 200,525	630,380	7.17%	\$ 35,850	\$ 236,375	\$ 107,251	\$ 4,546	\$ 348,172
NEWMARK	\$ 200,525	492,276	5.60%	\$ 27,996	\$ 228,521	\$ 107,250	\$ 4,546	\$ 340,317
OCEAN COUNTY	\$ 200,525	277,140	3.15%	\$ 15,761	\$ 216,286	\$ 76,662	\$ 4,546	\$ 297,494
		576,567	6.56%	\$ 32,790	\$ 233,315	\$ 76,662	\$ 4,546	\$ 314,523
PASSAIC (inc. subgrant to Paterson)	\$ 418,923	501,226	5.70%	\$ 28,505	\$ 447,428	\$ 107,250	\$ 4,546	\$ 559,224
SALEM COUNTY	\$ 200,525	66,083	0.75%	\$ 3,758	\$ 204,283	\$ 107,250	\$ 4,546	\$ 316,079
SOMERSET COUNTY	\$ 200,525	323,444	3.68%	\$ 18,394	\$ 218,919	\$ 107,250	\$ 4,546	\$ 330,715
SUSSEX	\$ 401,050	277,614	3.16%	\$ 15,788	\$ 416,838	\$ 153,324	\$ 9,092	\$ 579,254
WARREN COUNTY	\$ 200,525	108,692	1.24%	\$ 6,181	\$ 206,706	\$ 76,662	\$ 4,546	\$ 287,914
Audit Charge (0.003)				\$ -	\$ 15,504	\$ 6,644	\$ 300	\$ 22,448
TOTAL ASSISTANCE	\$ 4,668,078	8,791,894	100%	\$ 515,504	\$ 5,183,582	\$ 2,221,450	\$ 100,300	\$ 7,505,332

PHEP \$ 7,405,032
HPP \$ 100,300
Total \$ 7,505,332

D3

RESOLUTION AUTHORIZING THE COUNTY TO CHANGE ANY AND ALL DOCUMENTS RELATED TO THE COUNTY'S AGREEMENTS WITH UNDERWOOD-MEMORIAL HOSPITAL TO REFLECT UNDERWOOD'S CHANGE OF NAME TO INSPIRA MEDICAL CENTER WOODBURY, INC.

WHEREAS, there are currently in place various agreements between the County and Underwood-Memorial Hospital for various medical services and for the use of its morgue by the Medical Examiner; and

WHEREAS, Underwood-Memorial Hospital has changed its name to Inspira Medical Center Woodbury, Inc., and has advised the County of this development; and

WHEREAS, for administrative purposes it is necessary for the County to change any and all appropriate documents to accurately reflect this name change.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, the Clerk of the Board and the County Administrator are hereby authorized to modify any and all documents in connection with all agreements between the County and Underwood-Memorial Hospital to reflect Underwood's change of name to Inspira Medical Center Woodbury, Inc.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, of the County of Gloucester held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

54

RESOLUTION AUTHORIZING A RENEWAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR THE SPECIAL CHILD HEALTH SERVICES GRANT, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$167,373.00

WHEREAS, the County desires to submit a Special Child Health Services Grant renewal application, State Grant ID# DFHS-14-CSE-021 , which provides Case Management services for children from birth to age 21 who have special health and developmental needs, to the New Jersey Department of Health, Division of Family Health Services; and

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

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services has reviewed all data supplied in the renewal application and its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services, shall be responsible for grant implementation.

WHEREAS, the total amount of funds to be requested is \$167,373.00, for the budget period of July 1, 2013 to June 30, 2014.

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

1. The Freeholder Director and Clerk of the Board be and are hereby authorized to execute any and all documents in connection with the filing of the grant renewal application with the New Jersey Department of Health, Division of Family Health Services, requesting grant entitled Special Child Health Services Grant to be used for Case Management services for children from birth to age 21 who have special health and developmental needs, from July 1, 2013 to June 30, 2014, in the total amount of \$167,373.00.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.
3. The County's Department of Health, Senior and Disability Services, Division of Disability Services, shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



D4

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Leona Mather

DEPARTMENT: Disability Services

GRANT TITLE: Special Child Health / Case Management

DATE: June 14, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: June 26, 2013

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

DiLaurentis, Diann

From: no-reply-njsage@state.nj.us
Sent: Wednesday, May 29, 2013 12:17 PM
To: Pandolfo, Michelle; Voltaggio, Vincent M.; Christina, Karen; Brice, David S.; Everly, Michelle; Mc Farland Jr., Calvin D.; awodnick@gcls.org; Ruiz, Annmarie; Janofsky, Jennifer; Comuso, Maryanne; Cooper, Dawn; Liberto, Amanda; Giuliani, Michelle; Spinozzi, Lucy; Docimo, Anna; npolhamus@gcls.org; Brown, Janeen N.; Burke, Michael; Coryell, Michelle; Schock, Nicholas; Dittmar, Dennis; Giampola, Paula; Moran, Christina; Mather, Leona; Spissell, Tamela (Tami); Chapman, Lois , MSW, LSW; DiLaurentis, Diann; Hilliker, Tracy A.
Subject: Acknowledging Submission of DFHS14CSE021 Application.

Your application DFHS14CSE021 for Gloucester County has been received by the NJDOH (Department of Health as submitted on May 29, 2013.



Gloucester County

DFHS14CSE021

DOH Organization Information Review Page

Check here if no Attorney

Name of Attorney for Agency TONY FIOLA
 Attorney Telephone 856-384-6897
 Attorney Email tfiola@co.gloucester.nj.us
 Address 1 2 South Broad Street
 Address 2 2nd Floor
 City Woodbury State New Jersey Zip 08096

Name of Principal Agency Contact ROBERT M. DAMMINGER
 Title of Principal Agency Contact Freeholder Director
 Principal Agency Telephone 856-853-3390
 Principal Agency E-mail rdamminger@co.gloucester.nj.us
 Address 1 2 South Broad Street, 3rd Floor
 Address 2 PO BOX 337
 City Woodbury State New Jersey Zip 08096

Name of Principal Program Contact Tracy H. Mauriello
 Title of Principal Program Contact Unit Coordinator
 Principal Program Telephone 856-218-4111
 Principal Program E-mail tmauriello@co.gloucester.nj.us
 Address 1 204 East Holly Avneue
 Address 2
 City Sewell State New Jersey Zip 08080

Name of Principal Fiscal Contact Diann DiLaurentis
 Title of Principal Fiscal Contact Secretarial Assistant
 Principal Fiscal Telephone 856-384-6845
 Principal Fiscal E-mail ddilaurentis@co.gloucester.nj.us
 Address 1 115 Budd Boulevard
 Address 2
 City West Deptford State New Jersey Zip 08096

Agency Fiscal Year End (mm/dd) 12/31

Does the Agency Meet the following Licensure Requirements?

Facility N/A
 Services N/A
 Personnel N/A

Is a copy of the license attached? No

Agency Accounting System Accrual Basis

Affirmative Action Plan Yes

Selected Type of Agency: County

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

5/29/2013



Gloucester County

DFHS14CSE021

Application Summary

Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? Yes No

Name of Member(s) (separate with commas):

Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? Yes No

Name of Board, Council, etc.

Select Preferred Payment Plan Cost-Reimbursement

Name of Grantee: Gloucester County

Organization Address

Gloucester County
Court House Post Office Box 337
Woodbury, NJ 08096-0000
Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-99

Vendor Unit: GLOUCESTER CO TREASURER

Vendor Unit Address

PO BOX 337
WOODBURY, NJ 08096

Certificate of Need Project Pending Not Required

Is political subdivision covered by NJ Civil Service Merit System? Yes No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? Yes No

Name of NJDHSS Program Manager Regarding Application: Bonnie Teman

Type of Request

- New
- Renewal of Grant #: DFHS13CSE018
- Modification to Grant #:

Budget Period (Month/Day/Year) - This is the period of time for which a grant is to be funded.

From: 7/1/2013 Through: 6/30/2014

Project Period (Month/Day/Year) - This the period of time expected to complete the project.

From: 7/1/2013 Through: 6/30/2014



Gloucester County

DFHS14CSE021

Application Summary

You must agree to the Terms and Conditions and Cost Controlling initiatives outlined by the New Jersey Department of Health.

A copy of the Terms and Conditions and Cost Controlling Initiatives can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives

By checking the box I certify that I have read the Terms and Conditions and Cost Controlling Initiatives.

Name
Leona Mather

Title
Division Head



Project Location

Statewide Project

County to Filter by: Municipalities:

Gloucester County

- Clayton Borough
- Deptford Township
- East Greenwich Township
- Elk Township
- Franklin Township
- Franklin Township
- Franklin Township
- Franklin Township
- Glassboro Borough
- Greenwich Township
- Greenwich Township
- Greenwich Township
- Harrison Township
- Logan Township
- Mantua Township
- Monroe Township
- Monroe Township
- National Park Borough
- Newfield Borough
- Paulsboro Borough
- Pitman Borough
- South Harrison Township
- Swedesboro Borough
- Washington Township
- Wenonah Borough



DFHS14CSE021

STATEMENT OF LOCAL GOVERNMENTAL PUBLIC HEALTH PARTNERSHIP

NJDOH recommendations: Once the grant application is finalized, select View Full Grant Program Application PDF link on the main application page. Save and email the PDF, as an attachment, to the appropriate Governmental Public Health Partnership Chairperson. Request that the GPHP Chairperson indicate whether they are in support of the application and will work to integrate the health service with others in the community, and why they have this position.

To view more information about your Government Public Health Partnership Chairperson please click [here](#).

N/A

As the Authorized Official, I have sent a PDF copy of the proposed grand application to the appropriate Local Governmental Public Health Partnership Chairperson.

Date Sent: 5/29/2013

Governmental Public Health Partnership Chairperson:

First Name: Annmarie

Last Name: Ruiz

Address 1: 204 East Holly Avenue

Address 2:

City: Sewell

ZIP: 08080

Phone Number: 856-218-4131

Email Address: aruiz@co.gloucester.nj.us

The Governmental Public Health Partnership Chairperson is in support of this application and will work to integrate this health service with others in this community, county and/or region. The Chairperson adds the following:

The Governmental Public Health Partnership Chairperson is not in support of this application for the following reasons:

The Governmental Public Health Partnership Chairperson has not yet provided commentary.

By checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency
Leona Mather

Title
Division Head



Gloucester County

DFHS14CSE021

NEEDS AND OBJECTIVES OF PROJECTS

Assessment of Need(s) - List the need(s) which illustrate the reason for the project.

Accessing medical care continues to be difficult for families with the advent of managed care and current economic status of the state. Families who were insured under Family Care have found that their children receive far less coverage with higher co-pays and their own need to find other sources for medical care for themselves. Families needing assistance in understanding how to use and access care in this changing system. Many families have lost access to medical coverage with changes in the welfare system and as the economy worsens, more and more families will be faced with unemployment and rising medical bills. With the new legislation from the Affordable Care Act, the increased access to case management will be needed to assist families to navigate the new health care system and access to need services and resources. The need for a community based, family centered case manager/care coordinator to help families access medical care and utilize the programs and agencies in their community continue to rise. The families of children with special needs will benefit from a single point of entry into the community care system. SSI recipients and their families who have been entering the managed care system will need assistance in determining which program to choose and help in finding providers to serve their needs.

Gloucester County continues to be one of South Jersey's fastest growing areas. Gloucester County reported 3,250 live births in the year 2009, 301 were reported premature, and 304 were reported low and very low birth weight. Statistically, a high percentage of these children will require specialized treatment and will be a risk for developmental delays and on going medical issues. From March 2012 to Feb 2013, the Special Child Health Services received 617 referrals from children not previously known to the unit. In the same time period 306 children were referred from SSI. Special Child Health Services develop an individual plan for each family based on their needs. The typical child is becoming increasingly more medically involved and the limitation of community resources due to the poor economy, therefore requiring more intense case management services.

Our current case load is representative of the county population with 66% white, 14%

Needs and Objectives of Projects

DFHS14CSE021

Comments1 continued

black, 5% hispanic, 2% asian, and 13% more than one race. 29% of our caseload is SSI recipients, and 43% have medicaid as their primary insurance, both are increased numbers since 2012.

We continue to see an increase of children diagnosed on the Autism Spectrum. Currently our case load reflects 107 children (31% of the case load) with any of the diagnosis under the criteria for Autistic Disorder or Pervasive Developmental Disorder- Not Otherwise Specified. The needs of both the child and the family are increasing as more awareness and services become available to children with this developmental disorder. Additional assistance is needed to family as they attempt to have specific therapies covered due to the New Jersey law that requires insurances to pay for specific therapies to children with the diagnosis. It is unknown what impact the changes to the Autism community will face with the upcoming DSM-5 release will have for this population as well as additional support may be needed to help families access resources. The need for case management services increases to further assist families in meeting the growing needs as children in this population.

Outreach activities to county medical facilities, doctor's offices, as well as educational and social service agencies to inform them of the coordination of services made available through Special Child Health unit is a prime importance.

Gloucester County families continue to have an extraordinary medical expenses that are not covered by insurances. More and more families are considered under-insured therefore having health insurance that does not meet the health needs of the family. Families need to know about the possibility of help through the Catastrophic Illness in Children's Relief fund, as well as applying for Charity Care, social service programs, and sliding fee scales at regional child health centers. Special Child Health Unit had 41 inquiries about having unpaid medical bills as their primary concern regarding the Catastrophic Illness in Children's Relief Fund from March 2012 to Feb 2013. All referrals are given the program information, screened for possible eligibility and referred directly

Needs and Objectives of Projects

DFHS14CSE021

Comments1 continued

to the program for application process.

Special Child Health Unit currently coordinates for four CRPD-Model Waiver program participants. These cases require a high level of case management services including but not limited to home visits, phone calls, outreach, care coordination with other community agencies, and empowerment to the families to advocate on the medical needs for their child. Due to the limitations of many insurance policies, there has been an increase in referrals to this program, therefore the possibility of higher number of children in this program. Further involvement due to the transition of the individual waiver programs into the newly approved Comprehensive Waiver will require an additional level of support for the families involved with this program.

A coordinated system to assure that the needs of all children who are disabled, or who are at risk of being disabled or delayed, from birth to age 21, needs to be available in a local community based program. Children with disabilities must be ensured that a free and appropriate education plan is also available to them.

Parents need continuing support and education from knowledgeable professionals and would benefit from peer support from other parents, utilizing the Parent to Parent support system through the Statewide Parent Advocacy Program. Special Child Health Unit works closely with SPAN to ensure that families receive the appropriate level of support that is needed.

Gloucester County Special Child Health Services is applying to the State of New Jersey for funding to continue to provide case management services for children birth to age 21 who have special health and developmental needs.



NEEDS AND OBJECTIVES OF PROJECTS CONTINUED

Objective(s) of Project - List objectives that are specific, measurable, realistic, and attainable to meet the goals of this application.

Objective 1. Outreach- To establish, through outreach activities, the Special Child Health Unit as a single point of entry into the health care system for infants and children, who have or at risk of having delays or disabilities. Case managers will form families and the public of assistance through the Catastrophic Illness in Children's Refund Fund and various public and non profit agencies.

Objective 2. Access to Medical Care- To ensure that each child with a potentially disabling condition has access to appropriate medical care, utilizing the various resources available to the family. Case managers will assist families in referrals to Family Care when appropriate.

Objective 3. Family Education- To help families become more knowledgeable and informed as to their child's condition and how best to meet the needs of their child, while providing supports during the process. Case managers will refer families to SPAN's Parent to Parent when appropriate.

Objective 4. Case Management- To provide long term case management for children on Model Waivers, SSI, and those with continuing intense medical needs. To provide short term case management to those families who need help in learning how to access medical care or who are experiencing difficulty in managing the various needs of their disabled child.

Objective 5. Collaboration- To continue to establish and strengthen existing liaisons between SCHS and local and regional agencies servicing children with or without developmental delays and disabilities. To establish a working relationship with the Early Intervention System to ensure that children are appropriately referred to case management.

Objective 6. Management Procedures- To coordinate new referrals, so that families are contacted in a timely manner, appropriate assistance is given and cases are closed when goals have been achieved. Develop efficient record keeping system that provides

5/29/2013

Needs and Objectives of Projects

DFHS14CSE021

Comments2 continued

for a quick assessment of on-going needs and concerns througuh an individualized service plan.

Objective 7. Quality Assurance- To solicit input from families and providers as to the effectiveness of the program and make changes as appropriate. To cooperate with state personal in record reviews and implement any changes or corrections to ensure that the program is maintained to appropriate standards.

Objective 8. Staffing- To provide quality case managers who meet the requirements as specified by the funding agency.

Objective 9. Family Support- To provide families with information and support as needed

Objective 10. Cultural Sensitivity- To be aware of community demographics and to be sensitive to the cultural difference.

Objective 11. Data Collection- To update the computer system and data base for timely and accurate collecting and reporting.



Gloucester County

DFHS14CSE021

METHOD(S) AND EVALUATION OF PROJECT

Method(s) - List the method(s) to be used to attain objectives described above and estimated completion date.

Objective 1. Outreach- A. SCHS brochures will be mailed to daycare providers, social service agencies, physicians, and educators informing them of the availability of case management and services. B. SCHS will participate in community awareness workshops, and provide speakers as requested by community agencies to inform the public of case management services. C. SCHS will continue to work closely with the Board of Social Services/ Medicaid unit to follow up on referrals made by them. D. SCHS will work with Early Intervention System by attending various meetings and outreach events. E. SCHS will inform each new family about the availability of assistance through the Catastrophic Illness in Children's Relief Fund and various programs through SPAN. G. SCHS will inform families of the availability of health care for children through Family care and other social service agencies.

Objective 2. Access to Medical Care- A. SCHS will contact each new referral and determine, with the family, the on-going medical needs of the child. B. SCHS will inquire as to the current medical care and health insurance status of each new referral, assisting families in learning how to use the insurance available to them. C. Utilizing information given by the family, SCHS will refer families to SSI, appropriate Medicaid programs, Family Care, Department of Children and Families- Children's System of Care, clinics, hospitals, and various funding sources, including Catastrophic Illness in Children's Relief Fund, for assistance in meeting the cost of the required medical care. D. With consent from the family, SCHS will request medical records, as appropriate, to determine needs for further care.

Objective 3. Family Education- A. SCHS case manager will ascertain from the family their understanding of the condition of their child and will help family to access additional information, as needed, utilizing the Internet and current resources. B. Families will be given information on normal growth and development and will be helped to determine if developmental delays are present. Referrals to the Early

Method(s) and Evaluation of Project

DFHS14CSE021

Comments continued

Intervention System will be made as appropriate with parental consent. C. Families will be made aware of the community resources available to them, such as: WIC, Well Child Health Conferences, Early Intervention, EIRC, parent support groups, educational programs, Medicaid, Family Care, Department of Children and Families- Children's System of Care, SSI, sliding fee scales, clinics, CICRF, respite services, daycare, etc.

Objective 4. Case Management- A. Each referral will be contacted and assessed for the need for case management services. B. An Individual Service Plan will be developed, with the family, with a goal- directed approach. C. A monitor date will be determined as to when the goal will be achieved. SCHS case manager will contact family and assess progress toward goal. D. When goals have been achieved and family has assumed knowledgeable responsibility in caring for their child, case management services will be terminated. Families may contact SCHS if new concerns develop for re-activation of case management services. F. Children with long term care needs, CRPD- Model Waiver clients, and children with families not able to access care on their own, will be continued in case management.

Objective 5. Collaboration- A. SCHS case management will continue in the referral process to the Early Intervention System and management of children leaving that system, as needed. B. SCHS case management will continue to work with the local Child Study Teams in developing Individual Education Plans to meet the needs of children, also providing case management to children identified by the local school districts as appropriate. C. SCHS case management will continue active contact with regional child evaluation and treatment centers to identify county residents in need of assistance. D. SCHS will continue to work with the Board of Social Services and the Medicaid coordinator in identifying children in need of case management services. E. SCHS case management will continue to work closely with the Department of Children and Families- Division of Permanency and Protection in providing assistance to families and making referrals to the Division when abuse or neglect is suspected as required by law. F. SCHS case management will make

Method(s) and Evaluation of Project

DFHS14CSE021

Comments1 continued

itself available as a community resource for agencies and families with concerns about children from birth to 21. G. SCHS case management will work with the Department of Children and Families- Children System of Care in determining eligibility for services for children, assisting families in the application process, and advocating for the families' needs.

Objective 6. Management Procedures- A. Unit Coordinator reviews all new Birth Defects Registry referrals, SSI referrals, and community referrals, as they are received in the unit, assigning a case manager to each referral. B. Unit Coordinator stamps each referral with a 'date received' and enters the information on the computer data base. C. Referrals are given to case managers, as appropriate. D. Case Management Referrals- 1. Telephone contact is attempted at least twice, 2. If no direct contact is made or in the event of no telephone number, Letter number one (attached) is sent along with SCHS brochure, 3. In three weeks time, if no contact has been made, letter number two is sent (attached), unit secretary or case manager may generate letter, 4. If no contact in three week's time, letter number three is sent (attached), 5. If no contact is made, case manager may close the case as non respondent. Case manager may choose to contact referral source to verify address and follow up, as appropriate, 6. For SSI printout referrals, unit coordinator or case manager will check computer data base. If the child is not known to the unit, an SSI letter number one is sent (attached) along with SCHS brochure, case management referrals D 1- D5 above are then followed. F. Case Management Procedures- 1. For SCHS case management when telephone contact is made, case manager will ascertain family's knowledge base and access to medical care. Information will be shared. If no need exists for on-going case management, the case will be closed, with a follow up letter to the family and a SCHS brochure, Developmental Checklist and any other appropriate information included, 2. When telephone contact is made and it is determined that case management is needed, an Individual Service Plan is developed, with the family, goals are set and monitoring date established. With family consent, a Birth Defects Registration is completed online and sent to the State Birth Defects Registry. A chart and tickler card is initiated and an introductory letter with follow up information is sent to the family, along

Method(s) and Evaluation of Project

DFHS14CSE021

Comments1 continued

with a consent and questionnaire, 3. Telephone self referrals are handled as in D-1 above, and entered into the data base by the unit coordinator or case manager and a Birth Defects Registration is filled out online and sent to the state with the family's consent, 4. Quarterly Reports will be submitted to the state in a timely matter, 6. Catastrophic Illness in Children's Relief Fund applications will be processed and sent back to the state within one week of receipt. A CICRF file will be kept, separate from the SCHS record, for each applicant.

Objective 7. Quality Assurance- A. Periodic review of the charts will be done by unit coordinator and a discussion of cases that are newly opened will occur with each case manager. B. Long term case management charts will be reviewed for the necessity of continued case management services. C. Unit coordinator will review charts for timeliness of contact and monitoring. Charts will be pulled, at random, and reviewed on a quarterly basis. D. No chart that has not been monitored in the previous twelve months will be counted as an active case. E. Quarterly reports will be generated. The number of cases closed with goals achieved will be monitored.

Objective 8. Staffing- A. SCHS case management unit agrees to the standards of personnel as set forth by the grant requirements. B. SCHS agrees that duties and responsibilities will be assigned as appropriate to title. C. SCHS agrees to notify state, within seven working days, of any change in staffing. D. SCHS agrees that case managers will attend the quarterly case management meetings.

Objective 9. Parent Support- A. Case manager will ascertain parent's base of support and knowledge. B. Parents will be directed to appropriate support groups when parents request that type of resource. C. Parents will be made aware of the Parent to Parent Network offered by SPAN. D. When necessary, parents and families will be assisted in finding appropriate counseling and mental health services.

Objective 10. Cultural Sensitivity- A. Case managers will attend cultural

Method(s) and Evaluation of Project

DFHS14CSE021

Comments1 continued

sensitivity workshops as they are offered in the region. B. Caseloads will be monitored for trends in closing of ethnic groups. C. Case will be taken to continue to have the caseload reflect the proportions of races found within the county.

Objective 11. Data Collection- A. Provide NJDHSS with timely reporting of data collected. B. Provide access to data collection technology, as it is made available. C. Case manager will be trained in the use of any new data system.



METHOD(S) AND EVALUATION OF PROJECT CONTINUED

Evaluation - Describe how the project is to be self-evaluated.

1. An increase in the number of referrals and referral sources will demonstrate the success of outreach efforts.
2. Quarterly statistics will show the number of families who found access to medical care, received family education and were terminated from case management with goals achieved.
3. Periodic monitoring of charts by unit coordinator will identify the appropriate setting and achievement of case management goals.
4. On-site program review by NJDHSS consultant will serve as a tool by which quality of care issues can be addressed and changes affecting care can be made, if necessary.
5. Referral sources are reviewed regularly by the program coordinator to gauge continued awareness of SCHS availability.
6. Continued referrals to the Catastrophic Illness in Children Relief Fund will be seen in the number of applications and inquiries requested and processed.
7. Medicaid Model Waiver charts will be reviewed by the State Office of Home Care programs for completeness and appropriateness of services.



Gloucester County

DFHS14CSE021

SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input type="checkbox"/>		



Gloucester County

DFHS14CSE021

SCHEDULE A - PERSONNEL JUSTIFICATION

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input type="checkbox"/>		

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE A PERSONNEL COSTS.



Gloucester County

DFHS14CSE021

SCHEDULE A - PERSONNEL JUSTIFICATION

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input type="checkbox"/>		

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE A PERSONNEL COSTS.



Gloucester County

DFHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS

Title:

List services which provide for program or client benefit and are contracted for on a cost per client, percentage or time, or number of hours basis.

Examples of consultant services: accounting, medical, psychological, psychiatric, and other professional services. A copy of individual agreements will be required if an award is made.

Do consultant services demonstrate a true employer/non-employee YES NO relationship as per IRS regulations?

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0



Gloucester County

DFHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0



Gloucester County

DEHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0



Gloucester County

DEHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0



Gloucester County

DFHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0



Gloucester County

DFHS14CSE021

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Total Consultant Services for this page

\$0	\$0	\$0
-----	-----	-----



Gloucester County
DFHS14CSE021

SCHEDULE B - CONSULTANT SERVICES JUSTIFICATION

List and justify each consultant service in same order as on SCHEDULE B: CONSULTANT SERVICES COSTS.

Nature of Consultant Services	Responsibilities and/or Duties	Minimum Qualifications (education and experience)



Gloucester County

DFHS14CSE021

SCHEDULE C - OTHER COST CATEGORIES

Title:

List other cost categories applicable to grant proposal, such as travel, supplies, equipment, and other direct expenses. A copy of lease agreement, travel regulations, and any other pertinent agreement is to be attached when requesting funds for these budget categories.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$1,000	\$1,000	\$0	\$1,000	
Other Cost Categories (Specify)				
Office Expenses and Related Cost				
If other selected, list here:				
Justification for Cost				
General office supplies. Examples of costs are: folders, notepads, pens, pencils, copy paper, staples, binder clips and paper clips, etc.				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$500	\$500	\$0	\$500	
<p>Other Cost Categories (Specify)</p> <p>Staff Training and Education Cost</p> <p>If other selected, list here:</p> <p>Justification for Cost</p> <p>Cost for staff to attend required certified educational classes to maintain CEU credits.</p>				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		\$0	\$0	
<p>Other Cost Categories (Specify)</p> <p>If other selected, list here:</p> <p>Justification for Cost</p>				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)		\$0	\$0	
If other selected, list here:				
Justification for Cost				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)		\$0	\$0	
If other selected, list here:				
Justification for Cost				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)	\$0	\$0	\$0	
If other selected, list here:				
Justification for Cost				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)	\$0	\$0	\$0	
If other selected, list here:				
Justification for Cost				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)		\$0	\$0	
If other selected, list here:				
Justification for Cost				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)		\$0	\$0	
If other selected, list here:				
Justification for Cost				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
Other Cost Categories (Specify)		\$0	\$0	
<p>If other selected, list here:</p> <p>Justification for Cost</p>				

Total Costs	Grant Funds Requested From State \$1,500	Funds From Other Sources \$0	Total Funds Needed \$1,500
-------------	--	------------------------------	----------------------------



Gloucester County

DFHS14CSE021

Cost Summary

For Cost Categories A through C, a SCHEDULE SHEET and JUSTIFICATION SHEET must be completed and submitted, if applicable.

Cost Category	Grant Funds Requested from State	Funds from Other Sources	Total Funds Needed
A. Personnel Cost	\$165,873	\$50,196	\$216,069
Salaries/Wages	\$165,873	\$50,196	\$216,069
Fringe Benefits	\$0	\$0	\$0
B. Consultant/Professional Service Cost	\$0	\$0	\$0
C. Other Cost Categories	\$1,500	\$0	\$1,500
Office Expense and Related Cost	\$1,000	\$0	\$1,000
Program Expense and Related Cost			
Staff Training and Education Cost	\$500	\$0	\$500
Travel, Conferences and Meetings			
Equipment and Other Capital Expenditures			
Facility Cost			
Sub-Grants			
Reserve			
Other			
Total Direct Cost	\$167,373	\$50,196	\$217,569
Indirect Cost Percentage (See Note Below)	0 %		
Indirect Cost	\$0	\$0	\$0
Total Costs	\$167,373	\$50,196	\$217,569
Less Program Income	\$0	\$0	
Net Total Cost	\$167,373	\$50,196	\$217,569

NOTE: An indirect cost allowance may be rewarded to any applicant provided that state or federal legislation does not prohibit it and that the applicant has an established indirect cost rate. Do you have an established indirect cost rate? Yes No

If yes, attach a letter stating approved rate, period of time, base to which rate is applied, and enter above amount of indirect cost requested for proposed grant.

5/29/2013



Gloucester County

DFHS14CSE021

SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:

First Name: Adam
Last Name: Taliaferro
Title: Freeholder
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 2:

First Name: Larry
Last Name: Wallace
Title: Freeholder
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 3:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 4:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 5:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:



SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:

First Name: Robert M.
Last Name: Damming
Title: Freeholder Director
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 2:

First Name: Giuseppe (Joe)
Last Name: Chila
Title: Deputy Freeholder Director
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 3:

First Name: Lyman
Last Name: Barnes
Title: Freeholder
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 4:

First Name: Vincent H.
Last Name: Nestore, Jr.
Title: Freeholder
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096

Officer 5:

First Name: Heather
Last Name: Simmons
Title: Freeholder
Address 1: 2 North Broad Street
Address 2: PO Box 337
City: Woodbury
State: New Jersey
Zip Code: 08096



Gloucester County

DFHS14CSE021

SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 2:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 3:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 4:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 5:

First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:



Gloucester County

DFHS14CSE021

SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 2:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 3:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 4:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 5:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

5/29/2013



SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 2:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 3:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 4:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:

Officer 5:
First Name:
Last Name:
Title:
Address 1:
Address 2:
City:
State: New Jersey
Zip Code:



Gloucester County

DFHS14CSE021

SCHEDULE G - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension", the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. Have not within a 3-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contact under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Leona Mather

Title

Division Head, Gloucester County Division of Disability Services



SCHEDULE H - CERTIFICATION REGARDING LOBBYING

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

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than State and/or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form can be found by clicking [here](#).
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of official certifying for Agency
Leona Mather

Title
Division Head, Gloucester County Division of Disability Services



Gloucester County

DFHS14CSE021

SCHEDULE I - CERTIFICATION SHEET

- Yes N/A I certify that this agency will comply with the Terms and Conditions for Administration of Grants and the applicable Cost Principles.
- Yes N/A I have read the Certification Regarding Debarment and Suspension (Schedule G of the Application for Grant Funds) and certify to the best of my knowledge that as an applicant this agency and its key employees are in compliance with this requirement. I will also obtain such certification from all subgrantees in accordance with Federal Executive Order 12549. This form will be maintained on file in the agency's office.
- Yes N/A I have read the Certification Regarding Lobbying (Schedule H of the Application for Grant Funds) and, to the best of my knowledge, certify that this agency is in compliance. This form will be maintained on file in the agency's office.
- Yes N/A I have read the Certification Regarding Environmental Tobacco Smoke (Schedule K of the Application for Grant Funds) and have determined that the provisions of the pro-children Act of 1994 apply to this agency and to the best of my knowledge, certify that this agency is in compliance with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. This form will be maintained on file in the agency's office.
- Yes N/A I understand that my payments will depend on timely submission of all reports.
- Yes N/A I certify that the listing of the Officers and Directors and their addresses are correct and current. All changes in Officers and Directors, must updated and reported within 10 working days.
- Yes N/A I have completed and submitted the Agency Minority Profile (Schedule J of the Application for Grant Funds) at least one time during the past two years.
- Yes N/A The Statement of Local Governmental Public Health Partnership (Page 2 of the Application for Grant Funds) has been sent to the Local Governmental Public Health Partnership Chairperson (or Local Health Officer, if applicable) for signature on the date of our submission of the application to the New Jersey Department of Health.
- Yes N/A I certify that this agency is not delinquent on any Federal or State debt.
- Yes N/A As a non-profit corporation, I certify that this agency has 501(c)(3) status as required by the Internal Revenue Service and is registered as a charitable organization in accordance with N.J.S.A. 45:17A-18 et seq.
- Yes N/A I have read, understand, and will comply with the instructions received with the grant application package.

Name of Official certifying for Agency

Leona Mather

Title

Division Head, Gloucester County Division of Disability Services

1/29/2013



SCHEDULE J - AGENCY MINORITY PROFILE

The Department's Office of Minority Health has defined "minorities" as the four major race/ethnic minority populations (African Americans, Latinos/Hispanic, Asian/Pacific Islanders and American Indians/Eskimos) as well as linguistic minority populations who are either non-English speaking or have limited English proficiency.

Complete this form if your agency is requesting funds from this Department for the first time or has not received funds in the last two (2) years from the Department.

1. Is this a minority-managed organization?

- Yes No

a. If Yes, place a check in the applicable box(es).

- Black/African American
- Hispanic/Latino
- American Indian
- Asian/Pacific Islander
- White, Not of Hispanic Origin
- Other

2. Is this agency serving a large minority population?

- Yes No

a. If Yes, place a check in the applicable box(es).

- Black/African American
- Hispanic/Latino
- American Indian
- Asian/Pacific Islander
- White, Not of Hispanic Origin
- Other

3. Indicate all of the languages in which services are being provided by this organization, by placing a check in each applicable box:

- English
- Spanish
- French
- Creole
- Other



Gloucester County

DFHS14CSE021

SCHEDULE K - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local Governments, by Federal grants, contract loan or loan guarantee. The law also applies to children's services provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsibility entity.

Name of Official certifying for Agency

Leona Mather

Title

Division Head, Gloucester County Division of Disability Services

5/29/2013



REQUIRED ATTACHMENTS

NOTE: SAGE only allows a maximum of 4MB of files to be uploaded each time you click SAVE. It is advised to SAVE after each file you select to upload.

ORGANIZATIONAL CHART

NJ CHARITIES REGISTRATION

PROOF OF NON PROFIT STATUS (501C3)

COPY OF INTEREST BEARING BANK ACCOUNT STATEMENT

PROOF OF INDIRECT RATE

PROGRAM INCOME STATEMENT

AUDIT ENGAGEMENT LETTER

STAFF RESUMES

SALARY RANGES [617368-Salarieschedulefor2014CMgrantapplication.pdf](#)

SALARY POLICY

TRAVEL POLICY

TELEPHONE POLICY

MAINTENANCE AGREEMENTS

LEASE OR MORTGAGE DOCUMENT

INSURANCE POLICY

COST ALLOCATION PLAN

ESTIMATES FOR EQUIPMENT

COMPUTER SECURITY POLICY

LINKAGE AGREEMENTS

CONSULTANT AGREEMENTS

STATEMENT OF GROSS REVENUE

OR

ANNUAL AUDIT REPORT [617368-Auditfor2013CMgrantsubmission.pdf](#)

TAX CLEARANCE CERTIFICATE [617368-TaxcertificateforCMgrantapplication.pdf](#)



Gloucester County

DFHS14CSE021

Miscellaneous Attachments

Description Autism BDR referral Letter #1
617369-Grant1autismletterheadJune2012.doc

Description Early Intervention Referral Letter #1
617369-Grant1EIletterheadJune2012.doc

Description BDR referral Letter #1
617369-Grant1LetterheadJune2012.doc

Description SSI referral Letter #1
617369-Grant1SSILetterheadJune2012.doc

Description Letter #2
617369-Grant2LetterheadJune2012.doc

Description Letter #3 Early Intervention referral
617369-Grant3EILetterheadJune2012.doc

Description Letter #3
617369-Grant3LetterheadJune2012.doc

Description CICRF return letter
617369-GrantCICRFreturnltrJune2012.doc

Description Intake letter
617369-GrantConsentandQuesLetterheadJune2012.doc

Description Consent form
617369-GrantConsentLetterheadJune2012.doc

5/29/2013



Gloucester County

DFHS14CSE021

Miscellaneous Attachments

Description Inactive letters for children active in EIP
623874-GrantInactiveLetterheadforEIPreferrals.doc

Description Inactive letter
623874-GrantInactiveLetterheadJune2012.doc

Description Intake form
623874-GrantIntakeform.doc

Description Keep in Touch letter #1
623874-GrantKITLetterheadJune2012.doc

Description Keep in Touch letter #2
623874-GrantKIT2LetterheadJune2012.doc

Description SSI referral letter #2
623874-GrantSSI2TerminateLetterheadNov2012.doc

Description Tickler card form
623874-Grantticklercard.doc

Description Unable to reach family letter
623874-GrantUnabletoreachLetterheadJune2012.doc

Description County Fringe rate
623874-2013fringebenefitmemo.pdf

Description

5/29/2013

E1

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ROBINS' NEST
INC. TO PROVIDE ABUSE AND NEGLECT PREVENTION SERVICES, FROM JULY
1, 2013 TO JUNE 30, 2018, IN AN AMOUNT NOT TO EXCEED
\$300,000.00 PER YEAR**

WHEREAS, the County has recognized the need for the provisions of Abuse and Neglect Prevention Services such as Case Management Services, In-Home Family Preservation Services, Emergency Food Assistance, Utility Assistance and Rent/Mortgage Assistance and other such services to Gloucester County families; and

WHEREAS, the County requested proposals, via RFP-013-034, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Robins' Nest Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$300,000.00 per year, from July 1, 2013 to June 30, 2018, pursuant to the proposal submitted by the Contractor; therefore, this contract is open ended, which does not obligate the County to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation beyond December 31, 2013, for each year is based on funding being made available each year by NJ Department of Children and Families dependent upon availability of funds and approval of the County Budget; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contract with the Robins' Nest, Inc., for the provision of Abuse and Neglect Prevention Services, from July 1, 2013 to June 30, 2018, in an amount not to exceed \$300,000.00 per year; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County Budget from which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1

**CONTRACT BETWEEN
ROBINS' NEST, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 26th day of **June, 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Robins' Nest, Inc.**, of 42 South Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of Abuse and Neglect Prevention Services such as Case Management Services, In-Home Family Preservation Services, Emergency Food Assistance, Utility Assistance and Rent/Mortgage Assistance and other such services to Gloucester County residents as per RFP-013-034; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period from July 1, 2013 to June 30, 2018, as more specifically described in RFP-013-034.

2. **COMPENSATION** Contract shall be for estimated units of service, in an amount not to exceed \$300,000.00 per year, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

This contract is contingent upon the award and receipt of funds from the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be in the County's RFP-013-034, and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-013-034, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance

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

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

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

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

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed

pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-013-034 issued by the County of Gloucester and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-013-034, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-013-034 and Contractor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 26th day of July, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBINS' NEST, INC.

DR. ANTHONY N. DIFABIO, PSYD.
EXECUTIVE DIRECTOR

A

**RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF
POLYCOM UNITS TELEVIDEO CONFERENCING SYSTEMS FROM
TELE MEASUREMENTS, INC., THROUGH STATE CONTRACT #A81123
FOR A TOTAL CONTRACT AMOUNT OF \$39,049.92**

WHEREAS, it has been determined by the County of Gloucester Department of Correctional Services that an emergency, as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-6, exists with regard to the immediate need to purchase Polycom Units Televideo Conferencing Systems (Units) from Tele Measurements, Inc., with an address of 145 Main Avenue, PO Box 1078, Clifton, NJ 07014; and

WHEREAS, the Units provide live video and audio presentation involving inmates for Gloucester, Salem and Cumberland counties, the AOC and the Municipal Courts; and

WHEREAS, the need for this emergency is the uniformity of equipment necessary to provide compatibility among the aforesaid entities involved. The Units are needed by July 1, 2013, in order to implement inmate housing arrangements to take effect by that time; and

WHEREAS, this purchase is authorized in accordance with the emergency contracting provisions of the Local Public Contracts Law N.J.S.A. 40A:11-6; and

WHEREAS, this purchase will be made through State Contract #A81123.

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$39,049.92, pursuant to C.A.F. #13-05445, which amount shall be charged against budget line item #3-01-35-470-001-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the emergency purchase of Polycom Units Televideo Conferencing Systems from Tele Measurements, Inc., through State contract #A81123 for a total contract amount of \$39,049.92, be and is hereby authorized.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 26, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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

A

Certificate of Availability of Funds

TREASURER'S NO. 13-05445

DATE 6/17/13

BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT I.T. Dept.
#3-01-35-470-001-20201 (CONTINGENT-OTHER EXPENSE)

AMOUNT OF CERTIFICATION \$39,049.92 COUNTY COUNSEL Emmet Primas

DESCRIPTION: EQUIPMENT THAT IS NEEDED FOR FIRST PHASE OF INMATE VIDEO PROJECT.

VENDOR: TELE MEASUREMENTS INC.
145 MAIN AVENUE

ADDRESS: P.O. BOX 1078
CLIFTON, NJ 07014

William Key
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-17-13

6/26/13