

AGENDA

7:30 p.m. Wednesday, July 10, 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 June 12, 2013 and June 26, 2013.

P-1 Proclamation In Recognition of Bravery and Life Saving Rescue of Caden Carlisle on March 23, 2013 (Chila) (to be presented)

P-2 Proclamation for Eagle Scout Nicholas Felker (Simmons) (Previously Presented)

PUBLIC HEARING AND ADOPTION

BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$4,997,505 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,997,505; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING. This ordinance provides the 25% funding match the County is required to provide in order to receive \$14,992,515 in NJ Higher Education Financing grants for GCC.

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 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:

- **FY11 Emergency Management Agency Access and Functional Needs Program Assistance (\$23,000.00)** - This funding will help pay for the County Access and Functional Needs Liaison (Leona Mather). The liaison will work with the County Office of Emergency Management and other stakeholders to identify and integrate people with access and functional needs into all phases of the emergency management process. People included in the access and functional needs populations have issues related to: supervision because of a disability, medical care or status, transportation, communication, and/or maintaining independence.
- **Special Child Health Case Management (\$167,373.00)** - This grant will provide Case Management for children from birth to 21 years who have health and developmental needs. The monies have been earmarked for personnel costs, general office supplies and education. Funding has been stagnant for over four years.
- **Supportive Regional Highway Planning Program (\$39,100.00)** - This grant covers a portion of the salaries of Rick Westergaard, Jessica Lucas and Paul Esposito. Their work will involve the DVRPC 2040 long range plan as well as the Transportation Improvement Program projects throughout the county. The goal of this grant is to improve the efficiency of the region's transportation network by participating in the sub-regional transportation core planning efforts. This grant has been received by the County for over 25 years.
- **Transit Support Program (\$38,680.00)** - This grant contributes to the County's ability to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program. It provides funds for salaries, fringe benefits and for staff costs associated with meetings necessary to attend related to the Transit Support Program. This grant has been received by the County for 28 years.

A-2 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2012. In accordance with N.J.S.A. 40A:5-4, the governing body of every local unit is required to have made an annual audit of its books, accounts and financial transactions. The Annual Audit for the year 2012 has now been completed and a copy received by each member of the governing body. This resolution is required pursuant to N.J.A.C. 5:30-6.5 to confirm that each member of the Board of Chosen Freeholders has received a copy of the annual audit and, at a minimum, reviewed the section entitled "Comments and Recommendations".

A-3 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 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. Residential and non-residential ratepayers may likely receive a direct reduction in their electric bills. Individual residents and consumers have the option not to participate and to choose any alternatives they desire, while non-residential ratepayers would also have the right to participate.

A-4 RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2013 TO JUNE 30, 2014. This is a resolution to appoint members to the Gloucester County Municipal Economic Development Council. The Council consists of one representative from each of the 24 municipalities. The representatives are designated by the municipality's Mayor and Town Council Members. Representatives from various County departments who participate in Economic Development related programs are also appointed.

A-5 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES; AND, FOR TITLES ASSOCIATED WITH FOP #199; PBA #122; FOP #165; CWA LOCAL 1085; CWA (SOCIAL SERVICES); CWA (PROSECUTOR); AND, TEAMSTERS LOCAL 331 FOR THE YEAR 2013. Adoption of this resolution establishes Gloucester County employee salary ranges and fixing compensation for Non-Union employees; and, for the titles associated with FOP#199 Corrections Sergeants Association; PBA#122 Prosecutor Investigators and Superior Officers, Sheriff Officers and Sheriff Officer's Sergeants; FOP #165 Sheriff and Corrections Superior Officers; CWA Local 1085; CWA (Social Services); CWA (Prosecutor); and Teamsters Local 331 for the year 2013.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO PHYSIO-CONTROL, INC. FOR SOFTWARE AND TECHNICAL SUPPORT SERVICES FOR AUTOMATED EXTERNAL DEFIBRILLATORS, FOR A TOTAL CONTRACT AMOUNT OF \$18,668.00, FROM JUNE 1, 2013 TO MAY 31, 2015. Gloucester County EMS currently utilizes Automated External Defibrillators (AEDs) manufactured by Physio-Control Inc. on each GCEMS ambulance. The AED is employed when GCEMS encounters a patient in cardiac arrest and the patient presents in a life threatening cardiac dysrhythmia. As a medical treatment device, all AEDs must undergo yearly maintenance and testing per current FDA and New Jersey Department of Health regulations. AEDs contain proprietary hardware and software components that are serviceable only by the manufacturer or manufacturers approved agent. In order to assure continued reliable and appropriate operation of the GCEMS AEDs, the County entering into contract for maintenance and service of GCEMS AEDs with Physio-Control, Inc. for a term of two years, payable in two annual installments.

B-2 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY AND COLONIAL MANOR FIRE DEPARTMENT AND THE COUNTY AND MANTUA TOWNSHIP FIRE DISTRICT REGARDING THE OPERATION OF FOAM TENDERS. Through funds provided by the Office of Homeland Security and Preparedness thru Buffer Zone Protection, the purchase of two (2) 4,000 gallon foam tenders was secured and made available to the County. The Colonial Manor Fire Department and Mantua Township Fire District has agreed to house and operate said foam tenders and respond on a regional basis. The County will maintain ownership and shall be responsible for maintenance and repair.

B-3 RESOLUTION AUTHORIZING APPLICATION AND EXECUTION OF AGREEMENT WITH THE STATE EMERGENCY MANAGEMENT FOR THE FY2011 ACCESS AND FUNCTIONAL NEEDS PROGRAM ASSISTANCE GRANT, IN THE AMOUNT OF \$23,000.00 WITH AN IN-KIND MATCH OF \$23,000.00, FROM OCTOBER 1, 2012 TO DECEMBER 31, 2013. These funds will identify and integrate people with access and functional needs in all phases of the emergency management process between the County access and functional needs liaison and county OEM and other stake holders. This grant will be used to offset salaries of those county employees assigned to this project. This grant is provided by FEMA through the Emergency Management Performance Grant Program.

B-4 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND MAINTENANCE CONTRACT ON THE CASSIDIAN 9-1-1 TELEPHONE EQUIPMENT AND EXECUTION OF SERVICE AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$71,762.60, FROM JULY 10, 2013 TO JULY 9, 2014. The software support and maintenance contract will cover the 9-1-1 telephone equipment system located at our Clayton and Clarksboro locations.

C-1 RESOLUTION AUTHORIZING AGREEMENTS WITH ELIGIBLE COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) SITES PURSUANT TO THE WORK FIRST NEW JERSEY PERSONAL RESPONSIBILITY AND WORK OPPORTUNITIES RECONCILIATION ACT OF 1996 FROM JULY 1, 2013 TO JUNE 30, 2018. This resolution will allow the One-Stop and the WIB to create and oversee Community Work Experience Program (CWEP) sites. These sites, which are either government, faith based or community based organizations (FBO's- CBO's), provide job training and work

readiness skills for Work First (Temporary Assistance to Needy Families (TANF) and General Assistance (GA) participants. There are no salaries involved at the sites; however, the CWEP sites must provide attendance records to the One-Stop for each participant. This is a 5 year agreement in order to expedite and enhance CWEP site development as well as tracking sites on a continuous basis. Community Work Experience Program (CWEP) is important because it is one of the few countable "to-work" activities. ("To-work" activities are used when the Feds and State calculate the TANF/GA participation rate). The County employees at the One-Stop will coordinate the day to day operations. The Workforce Investment Board (WIB) will assist in creating and maintaining the CWEP sites.

C-2 RESOLUTION TO ENTER AN URBAN COUNTY COOPERATION AGREEMENT WITH ELIGIBLE MUNICIPALITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS. This Resolution authorizes the execution of a Cooperation Agreement between the County and the following eligible units of general local government: *CLAYTON, DEPTFORD, EAST GREENWICH, ELK, FRANKLIN, GLASSBORO, GREENWICH, HARRISON, LOGAN, MANTUA, MONROE, NATIONAL PARK, NEWFIELD, PAULSBORO, PITMAN, SOUTH HARRISON, SWEDESBORO, WENONAH, WEST DEPTFORD, WESTVILLE, WOODBURY, WOODBURY HEIGHTS, & WOOLWICH* for the requalification of Gloucester County as an urban county for the receipt of HUD CDBG entitlement and HOME Investment Partnership Program funds and other funds for the three year qualification period of 2014-2016 with automatic renewal provisions for successive three year qualification periods subject to HUD regulations. By Statute, 24 CFR 570.307(d), the County is required to adopt a Cooperation Agreement every three (3) years with participating municipalities to re-qualify as an urban county. Participating jurisdictions benefit from continuing this partnership established for the administration of the HUD CDBG program in that they receive entitlement grant funds for use in their jurisdiction.

C-3 RESOLUTION TO ENTER INTO AN URBAN COUNTY COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS. The Department of Economic Development, Division of Housing and Community Development is requesting the County to authorize a resolution to execute the Cooperation Agreement with the Township of Washington for the inclusion with the County's "Urban County" status for the receipt of HUD CDBG entitlement funds for the three year qualification period of 2014-2016 with automatic renewal provisions for successive three year qualification periods subject to HUD regulations. By Statute, 24 CFR 570.307(d), the County is required to adopt a Cooperation Agreement every three (3) years with Washington Township as a designated metropolitan city which receives its own CDBG entitlement funds.

C-4 RESOLUTION APPROVING THE 2013 ANNUAL ACTION PLAN ENCOMPASSING THE PY 2013 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT CDBG GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM. The Gloucester County Division of Housing and Community Development is seeking Freeholder approval of its upcoming 2013-2014 Program Year Annual Action Plan to assist low and moderate income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities and economic development opportunities within the County. Program Year begins September 1, 2013 with an allocation of \$1,094,145.00 in Urban County CDBG Entitlement funds, \$455,741.00 in HOME Investment Partnership program funds, and \$155,322.00 in Washington Township Entitlement CDBG Funds. In accordance with the County's citizen participation plan, as of June 7, 2013 the Annual Action Plan has been on display for public review and comment for a 30 day period at the Washington Township Municipal building, the Gloucester County Court House (Clerk of the Board's office) and the Budd Blvd Complex and on the County's official website.

C-5 RESOLUTION EXTENDING THE CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR THE YOUTH ONE-STOP PROGRAM UNTIL AUGUST 31, 2013 WITH NO ADDITIONAL FUNDING. This Resolution authorizes a two (2) month extension to the current contract with GCIT, who provides services to "at risk youth" at the Youth One Stop in Sewell, NJ. The contract needs to be extended from July 1, 2013 thru August 31, 2013, in order for the all monies to be expended. The unspent funds were originally budgeted to include the anticipated contractual changes; however due to contractual scheduling, the changes did not become effective until now. The funds remaining will cover these obligations.

C-6 RESOLUTION TO CONTRACT WITH GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SERVICES FOR AT-RISK YOUTH AT THE YOUTH ONE-STOP IN AN AMOUNT NOT TO EXCEED \$340,000.00 FROM JULY 1, 2013 TO JUNE 30, 2014. This Resolution is to authorize and execute a contract between the Gloucester County Board of Chosen Freeholders and the Gloucester County Institute of Technology. This contract will allow the Workforce Investment Board to fund the Youth One-Stop at GCIT. Individuals attending the GCIT Youth One-Stop are "at risk youth" ages 14-21, who are out of school or high school dropouts and meet federally established income eligibility requirements. This is the only "second chance" system in Gloucester County. This program helps these

youth attain educational achievement through the New Jersey High School Diploma (GED), Basic Skills and Vocational and Pre-Vocational training. Counseling, mentoring, and incentives are also included in this program. The amount of the award will not exceed \$340,000.00. This program is funded with federal monies through the Workforce Investment Act for youth ages 14-21. These monies are received from the New Jersey Department of Labor and Workforce Development. The agreement is for twelve (12) months, which starts July 1, 2013 and ends June 30, 2014 with the option of a two year renewal, based on availability of funding. This contract was procured pursuant to N.J.S.A. 40A: 11-4.1 (g) and N.J.A.C. 5: 34-4.1 on the basis of Competitive Contracting Request for Proposals.

C-7 RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION WITH MAJESTIC OIL COMPANY FOR THE SUPPLY AND DELIVERY OF #2 HEATING OIL IN AN AMOUNT NOT TO EXCEED \$50,000.00.

The Department of Buildings and Grounds has recommended an extension to the contract with Majestic Oil for an additional year, as per the original contract terms. This recommendation is based on the fact that oil pricing is set at the OPIS price each day and therefore the price per gallon will remain the same. Further, it is advantageous to the County to exercise its option to extend to also ensure the delivery charges remain the same over the next year.

C-8 RESOLUTION AUTHORIZING CONDEMNATION ACTION ACROSS A PART OF BLOCK 81, LOT 5, FOR THE AMOUNT OF \$2,000.00, AND PART OF BLOCK 193, LOT 6.07, FOR THE AMOUNT OF \$34,700.00, BOTH LOCATED IN THE TOWNSHIP OF WASHINGTON.

This Resolution authorizes Condemnation Action across a part of the real property located at 515 Egg Harbor Road, in Washington Township, being known as Block 81, Lot 5 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Henry E. Ferris, Jr., (hereinafter "Ferris"), 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, Appraisal Report (pages 1-3) attached), and the cost for the negotiation services are \$320.81 to date; and across a part of the real property located at 453 Egg Harbor Road, in Washington Township, being known as Block 193, Lot 6.07 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Elaine H. Hammel, (hereinafter "Hammel"), for the amount of \$34,700.00 (the Property was appraised at \$34,700.00. The cost of the appraisal services for this acquisition was \$2,000.00, Appraisal Report (pages 1-3) attached), and the cost for the negotiation services are \$938.27 to date. The said action was filed by the County in order to obtain two Road Easements over a portion of the Properties to be utilized for roadway widening for the 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-9 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE WITH THOMAS J. WATKINS FOR THE REAL PROPERTY KNOWN AS BLOCK 193, LOT 6.06, IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$350,500.00.

This Resolution authorizes the execution of the Agreement of Sale in the total amount of \$350,500.00 for closing on a property (single family residence on 2.92 Acres) owned by Thomas J. Watkins (447 Egg Harbor Road, Sewell NJ 08080) Block 193, Lot 6.06, to be utilized for intersection improvements/redesign for the project "Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County," as per Federal Project No. STP-4048(105) ROW, Engineering Project #06-01FA. The Property was appraised at \$335,000.00 (Appraisal Addendum (pages 1-2) attached). The cost of the appraisal services for this acquisition was \$2,225.00, and the cost for the negotiation services are \$1,968.91 to date. All costs associated with this project are 100% Federally funded.

C-10 RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF NEW SP018 SURFACE LIFT FROM ROTARY LIFT THROUGH STATE CONTRACT #A80127 FOR THE TOTAL AMOUNT OF \$18,751.94.

This Resolution authorizes the purchase of one (1) 18,000 lb. capacity 2 post surface lift with overhead adjustments from Rotary Lift, 2700 Lanier Drive, Madison, IN 47250 and installed by S.A.R., 111 E. Gloucester Pike, Barrington, NJ 08007 an authorized dealer for Rotary Lift through the State Contract #A80127 for the total amount of \$18,751.94. This equipment will be utilized by the County Fleet Management Division for the daily maintenance and repairs for all County vehicles.

C-11 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF PITMAN FOR THE RESURFACING OF A BASKETBALL COURT.

This Resolution authorizes the Shared Service Agreement with the Borough of Pitman for the resurfacing of the basketball court approximately 226 tons of asphalt between West and Lincoln Avenues; with the Municipality to reimburse the County for materials, labor and equipment. The material cost at \$60.00 per ton for a total of \$13,560 (this price is subject to change based on asphalt price adjustment, which will not be known until time of purchase); labor and equipment at \$20.00 per ton for a total of \$4,520.00; with the total amount of reimbursement \$18,080.00.

DEPARTMENT OF HEALTH &
EDUCATION

FREEHOLDER BARNES
FREEHOLDER SIMMONS

D-1 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES PURSUANT TO THE PUBLIC HEALTH SANITATION AND SAFETY PROGRAM, TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT FROM JULY 1, 2013 TO JUNE 30, 2014. This Resolution authorizes the County to enter into a Grant agreement with the New Jersey

Department of Health to receive fees for the inspection of tanning facilities in Gloucester County pursuant to the Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project. Such inspections, which are required by State law, are funded by the State through a Grant Agreement. By this agreement, the County will receive fees in an amount not to exceed \$200.00 for inspection of each registered tanning facility with up to 10 sunlamp products, plus \$10.00 for each additional sunlamp product at the facility. The term of the Grant agreement is from July 1, 2013, through June 30, 2014.

D-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,000.00. Maryville, Inc. is a contract service provider approved by the NJ-DHS/Div. of Addiction Services for the 2011 - 2013 Funding Grant with the County of Gloucester. The County awarded a contract to Maryville, Inc. for Comprehensive Addiction Services on Feb, 16, 2011, per RFP #11-009, from January 1, 2011 to December 31, 2013, for an amount not to exceed \$177,000.00 annually. There has been a prior contract amendment as additional funds became available in 2013 that increased original contract dollars for Maryville, Inc. services by \$24,200.00, for a maximum amount not to exceed \$201,200.00. An additional amendment to contract with Maryville, Inc. in the amount of \$1,000.00 for the 2013 term is necessary due to unanticipated sober living/Oxford House services for Gloucester County residents increasing the 2013 term, for a maximum amount not to exceed \$202,200.00.

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT WITH NJ TRANSIT TO CLOSE-OUT PREVIOUS TRANSPORTATION GRANT AGREEMENT UNDER THE FY'2011 CASINO GRANT WITH A REMAINING BALANCE OF \$7,580.08. Resolution authorizing an agreement of closeout of 2011 Senior Citizen & Disabled Resident Transportation Assistance (casino funds) grants. The Division of Transportation Services (DTS) has an unspent balance of \$7,580.08 in their FY 2011 SCDRTAP grant funds. These funds can be re-programmed into future year grants upon formal execution of a closeout agreement. These funds will be used to offset operational expenses in 2013.

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION APPROVING AND IMPLEMENTING A SECTION OF THE POLICY AND PROCEDURES MANUAL OF THE DEPARTMENT OF CORRECTIONS AND TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6. There exists a need by the County to approve and implement Section 5: Control and Supervision; Number 577: Inmate Family Transportation.

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, June 12, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the budget meeting minutes from May 8, 2013.

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

Comments: N/A

47606 Proclamation in Honor of West Deptford High School 17th Annual Gloucester County Consumer Bowl 1st Place Winner (Barnes) (to be presented).

47607 Proclamations for the Best of Gloucester County winners (Simmons) (previously presented).

INTRODUCTION

47607A BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$4,997,505 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,997,505; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47608 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED TIMOTHY KRULIKOWSKI V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2006-18993; AND JOAN KRUCINSKI V. GLOUCESTER COUNTY, PA BWC CLAIM NO. 3967306.

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

Comments: N/A

MOTION MADE TO GO INTO CLOSED SESSION

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

Comments: N/A

MOTION MADE TO REOPEN MEETING

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

Comments: N/A

47609 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- 2013 Clean Communities Grant - \$124,073.00

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

Comments: N/A

47610 RESOLUTION TO CONTRACT WITH COMCAST BUSINESS COMMUNICATIONS, LLC FOR BROADBAND INTERNET ACCESS TO OUR REMOTE SITES FROM JUNE 1, 2013 TO MAY 31, 2015 FOR A TOTAL AMOUNT OF \$49,451.40 PER YEAR.

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

Comments: N/A

47611 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATION AGREEMENT WITH THE BOROUGH OF WOODBURY HEIGHTS FOR ASSESSMENT SERVICES

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

Comments: N/A

47612 RESOLUTION AUTHORIZING AN AMENDMENT TO THE PHASE I CONTRACT WITH APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$11,095.00.

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

Comments: N/A

47613 RESOLUTION AUTHORIZING AN AMENDMENT TO THE PHASE III CONTRACT WITH APPRAISAL SYSTEMS, INC. TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$14,910.00.

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

Comments: N/A

47614 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE BOROUGH OF PITMAN IN THE AMOUNT \$36,442.36 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.

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

Comments: N/A

47615 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DECOTIIS, FITZPATRICK & COLE, LLP FOR PROFESSIONAL TAX ATTORNEY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$150,000.00, FROM JUNE 12, 2013 TO JUNE 11, 2014.

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

Comments: N/A

47616 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN EARLY RETIREMENT INCENTIVE PROGRAM FOR FULL-TIME EMPLOYEES OF FOP LODGES #97, 199 AND 165, AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES.

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

Comments: N/A

47617 RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH THE CITY OF WOODBURY FOR 55 DELAWARE STREET, WOODBURY, NEW JERSEY.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47618 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO AMBULANCE NETWORK, INC. FOR THE PURCHASE OF FOUR (4) 2013 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$548,456.00.

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

Comments: N/A

47619 RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$200,000.00, FROM JUNE 1, 2013 TO MAY 31, 2014.

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

Comments: N/A

47620 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASES RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR HARRISON TOWNSHIP.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47621 RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH ST. JOHN OF GOD COMMUNITY SERVICES AND MID-ATLANTIC STATES CAREER AND EDUCATION CENTER TO INCREASE THE MAXIMUM AMOUNT OF EACH CONTRACT BY \$15,000.00 AND EXTENDING CONTRACTS FROM JUNE 30, 2013 TO AUGUST 31, 2013.

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

Comments: N/A

47622 RESOLUTION AUTHORIZING ACQUISITION OF ROAD EASEMENTS ACROSS A PART OF BLOCK 193, LOT 6.03, FOR THE AMOUNT OF \$7,000.00 AND BLOCK 193, LOT 6.08, FOR THE AMOUNT OF \$33,600.00 BOTH LOCATED IN THE TOWNSHIP OF WASHINGTON.

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

Comments: N/A

47623 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #6-FINAL TO CONTRACT WITH T&M ASSOCIATES IN THE AMOUNT OF \$35,000.00.

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

Comments: N/A

47624 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01 WITH TECHNA-PRO ELECTRIC TO INCREASE THE CONTRACT TERM AN ADDITIONAL 90 DAYS.

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

Comments: N/A

47625 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #2 TO FEDERAL AID AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING FOR A TOTAL AMOUNT OF \$133,148.00.

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

Comments: N/A

47626 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT TO LIPPINCOTT JACOBS CONSULTING ENGINEERS, FRENCH & PARRELLO ASSOCIATES, AND CRAIG TESTING LABORATORIES, INC., IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

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

Comments: N/A

47627 RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2013 FREIGHTLINER GHG 14 108 SD DUMP TRUCKS FROM TRANSTECK, INC., DAB FOR THE TOTAL AMOUNT OF \$387,897.00.

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

Comments: N/A

47628 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2014 FREIGHTLINER M2 WITH ELGIN WHIRLWIND SIX WHEEL PURE VACUUM STREET SWEEPER WITH BROOM ASSIST FROM GRANTURK EQUIPMENT CO., INC. FOR THE TOTAL AMOUNT OF \$219,043.00.

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

Comments: N/A

47629 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2014 FORD F150 2WD WITH HOT/COLD DELIVERY TRUCK CHEF'S EXPRESS ON BACK FROM CHAPMAN FORD SALES FOR THE TOTAL AMOUNT OF \$37,702.00.

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

Comments: N/A

47630 RESOLUTION AUTHORIZING THE RENEWAL AND EXECUTION OF LEASE AGREEMENT WITH MACERICH DEPTFORD LLC, FOR PREMISES LOCATED IN THE DEPTFORD MALL TO BE USED FOR THE OPERATION OF THE "COUNTY STORE" FOR A TERM OF FIVE YEARS EFFECTIVE AUGUST 1, 2013.

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

Comments: N/A

47631 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2013 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$40,121.00.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47632 RESOLUTION AUTHORIZING THE PROCUREMENT OF VENDORS FOR THE ANNUAL WOMEN'S HEALTH SUMMIT FOR AN AMOUNT NOT TO EXCEED A \$25.00 RENTAL FEE PER VENDOR TO BE HELD ON SEPTEMBER 21, 2013 AT GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY.

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

Comments: N/A

47633 RESOLUTION AUTHORIZING THE DISSOLUTION OF THE DISABLED PERSON'S ADVISORY COMMISSION AND THE ESTABLISHMENT OF A NEW BODY TO BE DESIGNATED AS THE DISABILITIES ADVISORY COUNCIL.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47634 RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12.

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

Comments: N/A

47635 RESOLUTION AUTHORIZING FILING OF AN APPLICATION WITH NJ TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER THE FEDERAL TRANSIT ACT (FTA) TO RECEIVE FY'2014 SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$195,206.00.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47636 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ESSEX FOR SECURITY SERVICES AT THE SECURE MEDICAL UNIT AT EAST ORANGE HOSPITAL FOR A PERIOD OF TWO YEARS FOR AN AMOUNT NOT TO EXCEED \$335.00 PER DAY, PER INMATE ADMITTED.

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

Comments: N/A

47637 RESOLUTION AUTHORIZING AN AGREEMENT WITH EAST ORANGE GENERAL HOSPITAL FOR THE PROVISION OF HEALTH CARE SERVICES AT THE SECURE MEDICAL UNIT LOCATED WITHIN THE HOSPITAL FROM JULY 1, 2013 TO JUNE 30, 2014.

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

Comments: N/A

47638 RESOLUTION APPROVING AND IMPLEMENTING A SECTION OF THE POLICY AND PROCEDURES MANUAL OF THE DEPARTMENT OF CORRECTIONS AND TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47639 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH EXXON MOBIL RETIREE VOLUNTEER PROGRAM AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$1,000.00.

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

Comments: N/A

47640 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND DEPTFORD, MANTUA, GLASSBORO, CLAYTON, AND WOODBURY RESPECTIVELY TO PROVIDE FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS AND VENUES FOR SUMMER CONCERTS.

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

Comments: N/A

47641 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FAMILY ENTERTAINMENT AT THE DREAM PARK IN LOGAN TOWNSHIP.

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

Comments: N/A

47642 RESOLUTION AUTHORIZING CONTRACTS WITH MOLINARI & ASSOCIATES PC; CURRAN REALTY ADVISORS LLC; STEVEN W. BARTELT, MAI; THE HANSON ORGANIZATION PC; R.W. FRANKENFIELD ASSOCIATES; AND T.W. SHEEHAN & ASSOCIATES, TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM JUNE 12, 2013 TO JUNE 11, 2014 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

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

Comments: N/A

47643 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF TRACIE VANDERGRACHT, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 55, LOT 3, CONSISTING OF APPROXIMATELY 16.537 ACRES, IN THE AMOUNT OF \$254,669.80.

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

Comments: N/A

Old Business

- Deputy Director Chila asked why Freeholders Wallace and Nestore voted no against B-3 EMS with Harrison Township. Freeholder Wallace said it did not save money and the local response.

New Business

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

OPEN

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

Comments:

- Rob Hess, Glassboro, spoke about trail system (Ceres Park) behind Pitman Golf Course. He said he serves the community. He said the County supported cleaning up the park. Director Damminger said the quandary is the liability. Chief Counsel Lyons read the state statute.
- Scott McKeon, Williamstown, spoke about the trail and the manner the way the county cleaned up and tore down the structures. He asked if the status of the park can be changed.
- Heather Klaus, Marlton, spoke about the trail system and provided a petition.
- David Finn, Woodbury, spoke about the trail system. Asked about insurance.
- June Kafleen, Mantua, spoke out against the trails the group constructed in our park.
- Cassandra Graves, said she is a hiker and never felt threatened by the bikers.
- Mike Pascal, spoke about Ceres Park. He said he let his 6 year old go over the bridges.
- Mark Amato, Mullica Hill, spoke in support of Ceres Park. Asked if the county could look at other places.
- Justin Pilazzo, Marlton, spoke in support of Ceres Park. Asked if the county will support.

CLOSE

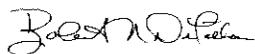
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

Adjournment 9:00 pm

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

Comments: N/A



ROBERT N. DILELLA, CLERK

MINUTES

7:30 p.m. Wednesday, June 26, 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 A-14

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

OPEN

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

Comments: N/A

47662 Proclamation Recognizing the Gloucester County NAACP Brach 2345 – Loretta Winters – Civil Rights Award (Taliaferro) (previously presented).

47663 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)

47664 Proclamation in Honor of Mark D. Parker Upon His Retirement, YMCA of Gloucester County (Barnes) (previously presented).

47665 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)

OPEN

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

Comments: N/A

CLOSE

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

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
 DEPUTY DIRECTOR CHILA

47666 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, TIMOTHY KRULIKOWSKI v. GLOUCESTER COUNTY, C.P. NO. 2006-18993.

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

Comments: N/A

47667 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.

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

Comments: N/A

47668 RESOLUTION ACKNOWLEDGING THE CITY OF WOODBURY'S INTENT TO PROVIDE ADDITIONAL BUS STOPS.

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

Comments: N/A

47669 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Senior Farmer's Market Nutrition Program - \$1,500.00
- 2013 Funding for Educational Institution or Government Entity - \$3,500.00

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

Comments: N/A

47670 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.

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

Comments: N/A

47671 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.

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

Comments: N/A

47672 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X	Pgs 160-162	
Chila	X		X		
Simmons		X	X		13-03125 13-03862 13-05071 13-05268 13-04183 13-04184 13-04423 12-09675 13-00751
Barnes			X		13-05271
Taliaferro			X		
Damminger			X		

Comments: Pull 12-06190

47673 RESOLUTION TO REAPPOINT FRANK DIMARCO TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER.

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

Comments: N/A

47674 RESOLUTION APPOINTING DR. GERALD A. FEIGIN AS THE MEDICAL EXAMINER FOR THE COUNTY OF GLOUCESTER.

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

Comments: N/A

47675 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.

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

Comments: N/A

47676 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.

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

Comments: N/A

47677 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.

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

Comments: N/A

47678 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T-2581.

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

Comments: N/A

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

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

47679 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.

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

Comments: N/A

DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER BARNES

47680 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.

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

Comments: N/A

47681 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.

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

Comments: N/A

47682 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.

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

Comments: N/A

47683 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.

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

Comments: N/A

47684 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.

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

Comments: N/A

47685 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.

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

Comments: N/A

47686 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.

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

Comments: N/A

47687 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.

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

Comments: N/A

47688 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.

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

Comments: N/A

47689 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.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES
FREEHOLDER SIMMONS

47690 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.

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

Comments: N/A

47691 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.

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

Comments: N/A

47692 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.

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

Comments: N/A

47693 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.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47694 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.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47695 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.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

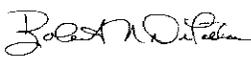
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:56 pm

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

Comments: N/A



ROBERT N. DILELLA, CLERK

PI

In Recognition Of Heroism and Bravery Life Saving Rescue of Caden Carlisle on March 23, 2013

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals for courageous acts of heroism and outstanding human effort; and

WHEREAS, on Saturday March 23, 2013 Chris Carlisle, an East Greenwich father, was frantically calling for his son Caden, a 9 year old boy who had wandered off. In response to the call for help East Greenwich Patrolmen Matthew Brenner, William Crothers, Brett Pfeiffer, Michael Robostello, Phillip Owens and K-9 Deuce; Deptford Patrolman Adam Ziegler and K-9 Aron; Logan Patrolman, Bryan Haas and K-9 Hunter conducted an exhaustive search for the boy in the East Greenwich Township's Mount Royal section; and

WHEREAS, after an hour search the Officers heard faint screams coming from Mantua Creek about 100 yards away from the creek bank. Without hesitation and consideration for their personal safety these Officers trudged through the mud of the Mantua Creek and found Caden buried neck deep in the mud. These heroic men dug Caden out and at times almost getting stuck themselves brought Caden back safely ;and

WHEREAS, these Officers showed conspicuous heroism by placing themselves in a hazardous situation and after the ordeal was over, in true humility, these dedicated men could only say "we were just doing our job".

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and honor the heroic efforts of these devoted Officers in saving the life of Caden Carlisle on that fateful day.

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 10th day of July, 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 ~
Nicholas Matthew Felker
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Nicholas Matthew Felker on his achievements as a member of the Boy Scouts of America, Troop 123; and

WHEREAS, Nicholas Matthew Felker has been in scouting since first grade and during his scouting career focused on Merit badges and awards and most recently obtained the Interpreter Award for French; and

WHEREAS, Nicholas Matthew Felker reached the rank of Scout, Tenderfoot, Second Class, First Class, Star and Life and has further distinguished himself by earning the "Rank of Eagle Scout" - the highest award offered by the Boy Scouts of America; and

WHEREAS, Nicholas Matthew Felker is a Senior at Glassboro High School, is a member of the National Honor Society, and has participated in the Drama Club, Thespian Society, Class Student Government Association, Tri-M Music Honor Society, Science Club, Anime Club, Marching Band, Jazz Band, Tennis, Jets, and Peer Tutoring; and

WHEREAS, Nicholas Matthew Felker has earned Merit Badges in Archery, Art, Astronomy, Camping, Cinematography, Citizenship in the Community, Citizenship in the Nation, Citizenship in the World, Collections, Communications, Computers, Crime Prevention, Cycling, Dentistry, Electricity, Emergency Preparedness, Energy, Entrepreneurship, Environmental Science, Family Life, Fingerprinting, Fire Safety, First Aid, Fish and Wildlife Management, Gardening, Graphic Arts, Home Repairs, Model Design and Building, Music, Nature, Painting, Personal Fitness, Personal Management, Pets, Public Speaking, Pulp and Paper, Railroadng, Reading, Scholarship, Sports, Theatre, Traffic Safety and Woodwork. He also earned awards in Firem' n Chit, Leave No Trace (Youth-BS/Vent), Paul Bunyan Woodsman, Totin' Chip, World Conservation Award (Boy Scout); and

WHEREAS, Nicholas Matthew Felker exhibited his commitment to public service by planning and completing the organization of over one thousand songs that belong to the music teacher at the Glassboro High School, entering them into a digital catalog that he created himself using web programming tools, placing all the music into cabinets in a specialized cataloging system. He also checked and repaired all of the music stands in the band room, with the entire project taking 260 man hours to complete. With money that he raised for the project by selling pretzels at school events and at his church, Our Lady of Lourdes in Glassboro, he was able to purchase band equipment and additional music for the Glassboro High School Marching Band; and

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

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

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO.

BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$4,997,505 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$4,997,505; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BACKGROUND

WHEREAS, the County of Gloucester, New Jersey ("County") and the Gloucester County College ("County College") have applied to the State of New Jersey for grant funding available pursuant to the Building Our Future Bond Act, P.L. 2012, c. 41 ("Act") for the construction of and renovation to various buildings at the County College ("Project"); and

WHEREAS, said application was approved; and

WHEREAS, the Act requires that the County College provide matching funds in the amount of twenty-five percent (25%) of the costs of the Project; and

WHEREAS, this bond ordinance is required to provide said matching funds.

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

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County;

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

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$4,997,505; and
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$4,997,505.

Section 3. The sum of \$4,997,505, to be raised by the issuance of bonds or bond anticipation notes, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$4,997,505 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$4,997,505 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report

must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A.* 40A:2-20, shall not exceed the sum of \$1,000,000.

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

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Provide a portion of the funds for the Construction of a new Nursing and Allied Health Center at the Gloucester County College, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	\$2,857,842	\$0	\$2,857,842	20 years
B. Provide a portion of the funds for the Construction of an Addition to the Law and Justice Education Center at the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	499,836	0	499,836	20 years
C. Provide a portion of the funds for the Construction of an Addition and Various Renovations to the Student Services Center at the Gloucester County College, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	1,462,302	0	1,462,302	20 years
D. Provide a portion of the funds for the Various Improvements to the existing Health Sciences Building to re-purpose as the Business and Corporate Center at the Gloucester County College Campus, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Administrator and College President	177,525	0	177,525	15 years
TOTAL	\$4,997,505	\$0	\$4,997,505	

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration the respective amounts of bonds or bond anticipation notes authorized for said several purposes is not less than 19.82 years.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$4,997,505 and that

the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

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

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

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

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

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

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

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

Date of Introduction: June 12, 2013

Date of Final Adoption: July 10, 2013

Ad

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 **\$23,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety FY11 Emergency Management Agency Access and Functional Needs Program Assistance, to be appropriated under the caption of the New Jersey Department of Law and Public Safety FY11 Emergency Management Agency Access and Functional Needs Program Assistance - *Other Expenses*;
- (2) The sum of **\$167,373.00**, which item is now available as a revenue from the New Jersey Department of Health Division of Family Health Services Special Child Health Case Management, to be appropriated under the caption of the New Jersey Department of Health Division of Family Health Services Special Child Health Case Management - *Other Expenses*;
- (3) The sum of **\$39,100.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program - *Other Expenses*;
- (4) The sum of **\$38,680.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Transit Support Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Transit Support Program - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

**RESOLUTION AUTHORIZING CERTIFICATION OF
THE ANNUAL AUDIT FOR THE YEAR 2012**

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

WHEREAS, the Annual Report of Audit for the 2012 has been filed by a Registered Municipal Accountant with the Clerk of the Board of Freeholders pursuant to N.J.S.A. 40A:5-4, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR

ROBERT N. DiLELLA,
CLERK OF THE BOARD

**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 solicit bids for an aggregation program in order to seek substantial savings on electric rates; and

WHEREAS, Gloucester County shall only award a contract for service to consumers where the rate is the same or lower than the price of basic generation service pursuant to N.J.S.A. 48:3-57 at the time of the award; and

WHEREAS, each municipal governing body shall determine if aggregation could benefit their residents and businesses. If they decide it is advantageous for their particular municipality, they must pass an ordinance to participate in the Community Aggregation initiative if it is determined that the Community Aggregation initiative is going to proceed to the request for proposal stage. The aggregation consultant administers the electric supply bid process at no risk or cost to the county, municipality or consumer.

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, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A4

RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, the Gloucester County Economic Development Council consists of one representative from each of the participating municipalities, with the representatives being designated by the respective municipality's governing body; and

WHEREAS, representatives from various County departments are appointed by the Board of Chosen Freeholders; and

WHEREAS, the membership of the Council shall serve at the pleasure of the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County Gloucester of the State of New Jersey that the following citizens are hereby appointed and/or reappointed as members of the Gloucester County Municipal Economic Development Council for a term of one (1) year from July 1, 2013 to June 30, 2014:

- | | |
|------------------------|-------------------------------|
| Sue Miller | Clayton |
| Fred J. Grant | East Greenwich |
| David Slack | Elk |
| Dave Deegan | Franklin |
| Ronda Abbruzzese | Glassboro |
| Geraldine Pohling | Greenwich |
| Diane Malloy | Harrison |
| Frank Minor | Logan |
| Michelle Bruner | Mantua |
| Mark Cooper | National Park |
| Frank Martinelli | Newfield |
| Marc Kamp | Paulsboro |
| Matthew Weng | Pitman |
| John Horner | South Harrison |
| Diane Hale | Swedesboro |
| Robert Smith | Washington Twp. |
| John Howard | Wenonah |
| Mike McManamy | West Deptford |
| William J. Bittner Jr. | Westville |
| Randi Woerner | Woodbury |
| Eshia (Jake) Jacob | Woodbury Heights |
| Jane DiBella | Woolwich |
| Lisa Morina | Economic Development |
| Michelle Shirey | Economic Development |
| Richard Westergaard | GC Planning |
| Vincent Voltaggio | GC Engineering |
| Linda Strieter | Rutgers Cooperative Extension |

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey, held on July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE
SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES;
AND, FOR TITLES ASSOCIATED WITH FOP #199; PBA #122; FOP #165;
CWA LOCAL 1085; CWA (SOCIAL SERVICES); CWA (PROSECUTOR);
AND, TEAMSTERS LOCAL 331 FOR THE YEAR 2013**

WHEREAS, applicable New Jersey Law (N.J.S. 40A:9-10) provides that the Board of Chosen Freeholders shall fix the compensation to be paid to County employees; and

WHEREAS, the Board of Chosen Freeholders and its administrative staff have carefully considered and researched the issue of appropriate salary ranges and specific compensation; and

WHEREAS, the results of the consideration and research as to compensation for non-union personnel for the year 2013, are set forth in the schedule(s) attached to this resolution; and

WHEREAS, the compensation scales for the titles associated with: (1) Corrections Sergeants Association (FOP #199); (2) GC Prosecutor-Superior Officers (PBA #122); (3) GC Prosecutor-Investigators/ Detectives (PBA #122); (4) GC Superior Officers Association-Correction Lieutenants (FOP #165); (5) GC Superior Officers Association-Sheriff (FOP #165); (6) GC Sheriff Officer's Association (PBA #122); (7) CWA Local 1085 (Social Services & Prosecutor); and (8) Teamsters Local #331 are set forth within additional schedules attached and incorporated herein by reference; and

WHEREAS, the Board of Chosen Freeholders finds the salary ranges, compensation and scales in regard to the above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the salary ranges and compensation for Gloucester County non-union personnel; and, the compensation scales for titles associated with:

- (1) Corrections Sergeants Association (FOP #199);
- (2) GC Prosecutor-Superior Officers (PBA #122);
- (3) GC Prosecutor-Investigators/ Detectives (PBA #122);
- (4) GC Superior Officers Association-Correction Lieutenants (FOP #165);
- (5) GC Superior Officers Association-Sheriff (FOP #165);
- (6) GC Sheriff Officer's Association (PBA #122);
- (7) CWA Local 1085 (Social Services & Prosecutor);
- (8) Teamsters Local #331

as set forth on schedules attached hereto and incorporated herein, be and are hereby approved; and, that the designated County employees shall be compensated accordingly for the year 2013.

BE IT FURTHER RESOLVED that if during the course of the year 2013 any personnel are promoted or such salaries or compensation shall be modified, then all such promotions and/or modifications shall be accomplished consistent with all applicable laws, rules and regulations, including applicable statutes, civil service regulations and the County Administrative Code, and shall be accomplished by authorized County personnel consistent with the applicable County procedures.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

DEPARTMENT HEADS

Level I	\$ 66,886 - \$104,873
Level II	\$ 74,807 - \$105,571
Level III	\$ 90,066 - \$138,778
Level IV	\$ 84,902 - \$193,918
Level V	\$140,308 - \$206,064

DEPARTMENT HEADS

County Administrator	Level V
County Counsel	Level IV
County Engineer	Level III
County Medical Examiner	Level IV
County Treasurer	Level IV
Deputy County Administrator	Level V
Director, Office of Taxation	Level III
Director, Animal Shelter	Level II
Director, Buildings and Grounds	Level III
Director, Consumer Protection	Level I
Director, Department of Health & Senior Services	Level IV
Director, Economic Development	Level III
Director, Golf Course	Level I
Director, Human Services	Level II
Director, Information Technology	Level III
Director, Land Preservation	Level I
Director, Parks and Recreation	Level II
Director, Planning Department	Level II
Director, Public Works	Level IV
Director, Purchasing Department	Level II
Director, Social Services	Level III
Director, Veteran's Affairs	Level I
Emergency Management Coordinator	Level IV
Emergency Response Coordinator	Level IV
Executive Director, Office on Aging	Level II
Supervisor, Fleet Management	Level I
Warden, Correctional Services	Level IV

DEPARTMENT HEADS**LEVEL 1**

DUANE SARMIENTO	\$ 76,886
HAROLD SPENCE	\$ 86,797
RICHARD MORLEY	\$ 87,865
ORIST WELLS	\$ 89,994
KENNETH ATKINSON	\$ 94,873

LEVEL 2

PETER MERCANTI	\$ 85,356
LISA CERNY	\$ 84,807
RICHARD WESTERGAARD	\$ 85,844
WILLIAM LOMBARDI	\$ 87,626
CHARLES ROSE	\$ 92,718
ANNA DOCIMO	\$ 95,571

LEVEL 3

LISA MORINA	\$100,066
PETE SCIRROTTO	\$102,692
EDWARD SMITH	\$105,599
WILLIAM TAYLOR	\$122,576
VINCENT VOLTAGGIO	\$125,272
BONNIE LONGO	\$128,778

LEVEL 4

LAWRENCE HAYNES	\$ 94,902
KARL SENULA	\$116,299
J. THOMAS BUTTS	\$121,562
TAMARISK JONES	\$129,654
MATTHEW LYONS	\$150,000
GARY SCHWARZ	\$171,947
GERALD FEIGIN	\$183,918
Camden County	\$ 30,000
Salem County	\$ 15,000

LEVEL 5

GERALD WHITE	\$150,308
CHAD M. BRUNER	\$196,064

DEPUTY DEPARTMENT HEADS

Assistant County Counsel	Level II
Assistant Director, Buildings and Grounds	Level I
Assistant Director, Emergency Response	Level I
Assistant Road Supervisor	Level I
County Tax Assessor	Level II
Deputy Warden, County Correctional Services	Level II

MANAGEMENT STAFF

Administrative Clerk	Level I
Administrative Secretary	Level I
Assistant County Adjuster	Level I
Assistant County Counsel	Level IV
Assistant Manager, Golf Facilities	Level I
Chief Clerk	Level II
Chief Clerk	Level III
Chief Emergency Medical Technician	Level IV
Clerk of the Board	Level I
Confidential Assistant, Purchasing Department	Level I
Deputy Chief Emergency Medical Technician	Level II
Deputy Fire Marshall/Instructor	Level I
Director, Public Health Nursing	Level IV
Division Head, Education & Disability Services	Level I
Division Head, Human Resources	Level III
Division Head, WIB	Level II
Executive Assistant	Level III
Fire Marshall	Level II
Fiscal Officer, Social Services	Level III
Health Officer	Level III
Network Administrator 2	Level III
Principal Accountant	Level III
Senior Program Development Specialist, Community Service	Level II
Supervisor, Veteran's Interment	Level II
Telephone System Installer	Level II

NON-UNION PERSONNEL

Alternate, Construction Board of Appeals	\$ 3,867
Chairman, Construction Board of Appeals	\$ 3,867
Confidential Assistant	\$28,870 - \$ 79,658
Confidential Secretary	\$43,252 - \$ 75,577
County Agricultural Agent	\$ 8,699 - \$ 67,916
Deputy Emergency Management Coordinator	\$ 3,000
Four H Agent	\$22,950
Freeholder Aide	\$29,647 - \$ 74,475
Freeholder Aide, PT (hourly)	\$23.00 - \$38.15
Home Economist	\$22,670
Judge	\$10,000 - \$ 30,000
Member, Construction Board of Appeals	\$ 3,867
Physician	\$39,999 - \$ 49,999
Principal Account Clerk	\$52,983 - \$ 62,983
Principal Clerk Typist (Keyboarding Clerk 3)	\$52,983 - \$ 62,983
Seasonal Employee	\$7.25 per hour – \$30.00 per hour
Secretary, Construction Board of Appeals	\$ 3,973 - \$ 5,973
Secretary, Planning Board	\$ 5,850 - \$ 7,850
Senior Clerk Typist (Keyboarding Clerk 2)	\$42,376 - \$ 53,867
Student Assistant, PT (hourly)	\$7.25 - \$12.25

DEPUTY DEPARTMENT HEADS

Level I	\$71,681 - \$108,500
Level II	\$95,000 - \$128,098

MANAGEMENT STAFF

Level I	\$46,219 - \$ 94,159
Level II	\$31,338 - \$ 85,656
Level III	\$71,596 - \$104,045
Level IV	\$84,073 - \$117,193

ROW OFFICERS

County Clerk	\$128,547
Deputy County Clerk	\$ 96,410
Chief of Staff	\$ 71,553 - \$ 91,553
Sheriff	\$128,547
Undersheriff	\$ 96,410
Chief of Sheriff's Officers	\$115,434 (\$105,434 – \$125,434)
Investigator, Sheriff	\$ 74,665 (\$64,665 – \$84,665)
Chief of Staff	\$ 71,196 - \$ 91,196
Surrogate	\$128,547
Deputy Surrogate	\$ 96,410

BOARD OF ELECTIONS

Chairperson, Board of Elections	\$15,000
Secretary/Board of Elections	\$15,000
Commissioner, Board of Elections	\$10,000
Principal Clerk/Deputy Registrar	\$30,000 - \$ 62,039

SUPERINTENDENT OF ELECTIONS

Clerk Typist (Keyboarding Clerk 1)	\$27,064 - \$ 37,064
Computer Specialist	\$86,166 - \$106,166
Investigator, Board of Elections	\$22,295 - \$ 80,731
Network Administrator	\$63,535 - \$ 83,535
Receptionist/Clerk	\$27,390- \$ 39,390
Senior Clerk	\$43,034- \$ 54,034
Superintendent of Elections	\$83,220 - \$103,220

PROSECUTOR'S OFFICE

County Prosecutor	\$165,000
1 st Assistant Prosecutor	\$114,460 - \$134,460
Chief of County Detectives	\$116,539 - \$136,539
Confidential Aide	\$ 30,059 - \$ 50,059
Confidential Secretary	\$ 61,488 - \$ 81,488
Office Manager	\$ 67,034 - \$ 87,034
Prosecutor Agent	\$ 27,239 - \$ 47,239

FRATERNAL ORDER OF POLICE

and

NEW JERSEY
STATE POLICEMEN'S BENEVOLENT
ASSOCIATION

FOP #199 Corrections Sergeants Association	\$ 93,625 - \$ 99,355
PBA #122 Investigators – Prosecutor	\$ 76,911 - \$ 99,618
PBA #122 Superior Officers – Prosecutor	\$109,444 - \$122,045
PBA #122 Sheriff's Officer	\$ 36,442 - \$ 81,325
PBA #122 Sheriff's Officer Sergeant	\$ 87,551 - \$ 89,303
FOP #165 Superior Officers – Corrections	\$109,700
Superior Officers – Sheriff	\$109,700 - \$112,450
FOP #97 County Correction Officers	\$ 40,000 - \$86,053

SCHEDULE A

Account Clerk (32.5 hours)	Scale 03
Account Clerk (35 hours)	Scale 04
Accountant (32.5 hours)	Scale 15
Accountant (35 hours)	Scale 16
Accounting Assistant (32.5 hours)	Scale 11
Accounting Assistant (35 hours)	Scale 12
Administrative Analyst (32.5 hours)	Scale 18
Administrative Analyst (35 hours)	Scale 19
Administrative Clerk (32.5 hours)	Scale 13
Administrative Clerk (35 hours)	Scale 14
Administrative Secretary (32.5 hours)	Scale 13
Administrative Secretary (35 hours)	Scale 14
Analyst, Grant Applications (32.5 hours)	Scale 15
Animal Attendant (40 hours)	Scale 03
Animal Control Officer (40 hours)	Scale 14
Animal Health Technician (40 hours)	Scale 12
Assessor Trainee (35 hours)	Scale 10
Assistant Animal Control Officer (40 hours)	Scale 12
Assistant Assessor (35 hours)	Scale 12
Assistant Building Superintendent (35 hours)	Scale 12
Assistant Chief Registered Environmental Health Specialist Public Health (35 hours)	Scale 22
Assistant Communications Technician (40 hours)	Scale 14
Assistant County Engineer (35 hours)	Scale 27
Assistant Director Community Development Program (32.5 hours)	Scale 22
Assistant District Recycling Coordinator (32.5 hours)	Scale 13
Assistant Golf Superintendent (40 hours)	Scale 16
Assistant Health Educator (35 hours)	Scale 19
Assistant Human Resource Coordinator (32.5 hours)	Scale 20

Assistant Human Resource Coordinator (35 hours)	Scale 21
Assistant Maintenance Supervisor (35 hours)	Scale 15
Assistant Manager Animal Control Facility (40 hours)	Scale 18
Assistant Manager, Golf Facilities (40 hours)	Scale 17
Assistant Manager, Mobile Meals Program (32.5 hours)	Scale 13
Assistant Nutrition Program Coordinator, WIC Program (35 hours)	Scale 17
Assistant Planner (32.5 hours)	Scale 15
Assistant Program Analyst (32.5 hours)	Scale 14
Assistant Program Analyst (35 hours)	Scale 15
Assistant Program Coordinator/Non-Emergency Transportation (32.5 hours)	Scale 13
Assistant Public Health Nurse Supervisor (35 hours)	Scale 18
Assistant Purchasing Agent (32.5 hours)	Scale 18
Assistant Superintendent of Weights & Measures (32.5 hours)	Scale 13
Assistant Superintendent of Weights & Measures (35 hours)	Scale 14
Assistant Supervising Bridge Repairer (40 hours)	Scale 13
Assistant Supervising Mechanic (40 hours)	Scale 15
Assistant Supervising Omnibus Operator (32.5 hours)	Scale 07
Assistant Supervising Road Inspector (35 hours)	Scale 15
Assistant Supervisor Traffic Signal (35 hours)	Scale 15
Boiler Operator (40 hours)	Scale 10
Bridge Construction Inspector/Road Inspector (35 hours)	Scale 15
Bridge Construction Worker (40 hours)	Scale 07
Bridge Repairer (40 hours)	Scale 07
Budget Officer (32.5 hours)	Scale 22
Budget Officer (35 hours)	Scale 23
Building Maintenance Worker (35 hours)	Scale 02
Building Maintenance Worker (40 hours)	Scale 04
Building Maintenance Worker/Groundskeeper (35 hours)	Scale 02
Building Maintenance Worker/Groundskeeper (40 hours)	Scale 04
Building Service Worker (35 hours)	Scale 01

Building Service Worker (40 hours)	Scale 02
Building Service Worker/Groundskeeper (40 hours)	Scale 04
Building Superintendent (35 hours)	Scale 15
Buyer (32.5 hours)	Scale 14
Buyer (35 hours)	Scale 15
Carpenter (35 hours)	Scale 12
Cashier (32.5 hours)	Scale 05
Cashier (35 hours)	Scale 06
Cemetery Caretaker (35 hours)	Scale 03
Cemetery Caretaker (40 hours)	Scale 05
Chauffer (32.5 hours)	Scale 06
Chemist, Water Analyst (32.5 hours)	Scale 18
Chief Clerk (32.5 hours)	Scale 14
Chief Clerk (35 hours)	Scale 15
Chief Inspector, Mosquito Extermination (40 hours)	Scale 17
Chief Probate Clerk (32.5 hours)	Scale 17
Chief Registered Environmental Health Specialist Public Health (35 hours)	Scale 23
Clerk 1 (32.5 hours)	Scale 02
Clerk 1 (35 hours)	Scale 03
Clerk 2 (32.5 hours)	Scale 04
Clerk 2 (35 hours)	Scale 05
Clerk 3 (32.5 hours)	Scale 06
Clerk 3 (35 hours)	Scale 07
Clerk 4 (32.5 hours)	Scale 11
Clerk 4 (35 hours)	Scale 12
Clerk Driver (32.5 hours)	Scale 03
Clerk Stenographer 1 (32.5 hours)	Scale 03
Clerk Stenographer 1 (35 hours)	Scale 04
Clerk Stenographer 2 (32.5 hours)	Scale 05
Clerk Stenographer 2 (35 hours)	Scale 06

Clerk Stenographer 3 (32.5 hours)	Scale 08
Clerk Stenographer 3 (35 hours)	Scale 10
Clerk Stenographer 4 (32.5 hours)	Scale 12
Clerk Stenographer 4 (35 hours)	Scale 13
Clerk Transcriber (32.5 hours)	Scale 02
Clerk Transcriber (35 hours)	Scale 03
Clinic Attendant (35 hours)	Scale 04
Clinic Nurse (35 hours)	Scale 17
Communications Officer (40 hours)	Scale 13
Communications Technician (40 hours)	Scale 16
Community Service Aide (32.5 hours)	Scale 05
Community Service Aide (35 hours)	Scale 06
Computer Operator (32.5 hours)	Scale 07
Computer Service Technician (35 hours)	Scale 12
Confidential Assistant to the County Treasurer (35 hours)	Scale 16
Confidential Assistant to the Director of Correctional Services (40 hours)	Scale 19
Confidential Assistant to the Director County Extension Service (32.5 hours)	Scale 21
Confidential Assistant to the Director Data Management (32.5 hours)	Scale 17
Confidential Assistant to the Director Economic Development (32.5 hours)	Scale 17
Confidential Assistant to the Director of Health (35 hours)	Scale 17
Confidential Assistant to the Director of Health and Senior Services (35 hours)	Scale 16
Confidential Assistant to the Director of Emergency Response (40 hours)	Scale 18
Confidential Assistant to the Director of Land Preservation (32.5 hours)	Scale 23
Confidential Assistant to the Director of Veteran's Affairs (35 hours)	Scale 17
Confidential Assistant to the Director of Roads & Bridges (40 hours)	Scale 18

Confidential Assistant to the Director of Senior Services (35 hours)	Scale 20
Cook (40 hours)	Scale 05
Coordinator Community Health Services (35 hours)	Scale 22
Coordinator Employment and Training Programs (35 hours)	Scale 21
Coordinator of Maintenance Services (35 hours)	Scale 14
Coordinator of Public Transportation (32.5 hours)	Scale 19
Coordinator of Safety Programs (35 hours)	Scale 18
Coordinator of Special Transportation (32.5 hours)	Scale 20
Coordinator of Volunteers (40 hours)	Scale 15
Coordinator Special Child Health Services (35 hours)	Scale 22
Coordinator Special Transportation (35 hours)	Scale 22
Coordinator Vocational Services (32.5 hours)	Scale 17
County 911 Coordinator (40 hours)	Scale 17
County Alcoholism Coordinator/Employee Assistance Counselor (35 hours)	Scale 22
County Emergency Management Planner (35 hours)	Scale 18
County Emergency Management Planner (40 hours)	Scale 20
County Park Ranger (40 hours)	Scale 07
Data Entry Machine Operator (32.5 hours)	Scale 03
Data Entry Machine Operator (35 hours)	Scale 04
Data Processing Coordinator (32.5 hours)	Scale 21
Data Processing Coordinator (35 hours)	Scale 22
Data Processing Programmer (32.5 hours)	Scale 17
Data Processing Programmer (35 hours)	Scale 18
Data Processing Technician (35 hours)	Scale 12
Dental Assistant (35 hours)	Scale 10
Dental Hygienist (35 hours)	Scale 13
Deputy Emergency Management Coordinator (40 hours)	Scale 17
Deputy Superintendent of Weights and Measures (32.5 hours)	Scale 14

Deputy Superintendent of Weights and Measures (35 hours)	Scale 15
Deputy Work Release Administrator (32.5 hours)	Scale 15
Diet Counselor (32.5 hours)	Scale 18
Dietician (40 hours)	Scale 16
Director of Social Rehabilitation Services (32.5 hours)	Scale 19
Director Special Transportation Services (35 hours)	Scale 22
District Recycling Coordinator (32.5 hours)	Scale 16
Drafting Technician (32.5 hours)	Scale 07
Drafting Technician (35 hours)	Scale 08
Education and Training Coordinator (32.5 hours)	Scale 21
Electrician (35 hours)	Scale 12
Electronics Repairer (40 hours)	Scale 13
Emergency Medical Technician (40 hours)	Scale 11 / 13
Employment Counselor (32.5 hours)	Scale 14
Employment Counselor (35 hours)	Scale 15
Employment Specialist (32.5 hours)	Scale 14
Employment Specialist (35 hours)	Scale 15
Employment Test Monitor (32.5 hours)	Scale 07
Employment Test Monitor (35 hours)	Scale 08
Engineering Aide (35 hours)	Scale 07
Environmental Compliance Investigator (35 hours)	Scale 13
Environmental Health Coordinator (35 hours)	Scale 27
Environmental Health Specialist (35 hours)	Scale 15
Environmental Specialist Educational Program (32.5 hours)	Scale 16
Environmental Specialist Educational Program (35 hours)	Scale 17
Equipment Operator (40 hours)	Scale 10
Equipment Operator, Mosquito Extermination (40 hours)	Scale 13
Examiner Education Credentials (32.5 hours)	Scale 11
Execution Clerk (32.5 hours)	Scale 08
Executive Assistant (32.5 hours)	Scale 19

Executive Assistant (35 hours)	Scale 21
Executive Housekeeper (40 hours)	Scale 16
Field Representative County Board of Taxation (32.5 hours)	Scale 15
Field Representative Disease Control (35 hours)	Scale 14
Field Representative Health Education (35 hours)	Scale 16
Field Representative, Narcotics Education (35 hours)	Scale 12
Fiscal Officer (32.5 hours)	Scale 21
Fiscal Officer (35 hours)	Scale 22
Fiscal Officer/Senior Administrative Analyst (35 hours)	Scale 23
Food Service Manager (40 hours)	Scale 14
Food Service Worker (40 hours)	Scale 02
Four-H Program Assistant (32.5 hours)	Scale 12
General Supervisor Mosquito Extermination (40 hours)	Scale 18
General Supervisor Roads (40 hours)	Scale 18
Geographic Information Systems Specialist 2 (32.5 hours)	Scale 20
Geographic Information Systems Specialist 3 (32.5 hours)	Scale 18
Geographic Information Systems Specialist Trainee (32.5 hours)	Scale 15
Golf Ranger (40 hours)	Scale 05
Golf Superintendent (40 hours)	Scale 20
Graduate Nurse (40 hours)	Scale 21
Graduate Nurse Public Health (35 hours)	Scale 16
Hazardous Materials Responder (Operations) (35 hours)	Scale 13
Hazardous Materials Technician 1 (35 hours)	Scale 15
Hazardous Materials Technician 2 (35 hours)	Scale 16
Head Clinic Nurse (35 hours)	Scale 19
Head Cook (40 hours)	Scale 12
Head Nurse (40 hours)	Scale 23
Head Teacher (32.5 hours)	Scale 17
Health Aide (35 hours)	Scale 07
Health Aide Bi-Lingual in Spanish and English (35 hours)	Scale 08

Health Educator (35 hours)	Scale 21
Health Educator Bi-Lingual in Spanish and English (35 hours)	Scale 21
Heavy Equipment Operator (40 hours)	Scale 12
Heavy Equipment Operator, Mosquito Extermination (40 hours)	Scale 15
Heavy Equipment Operator, Mosquito Extermination/Mechanic (40 hours)	Scale 16
Human Resource Coordinator (32.5 hours)	Scale 22
Human Resource Coordinator (35 hours)	Scale 23
Industrial Hygienist (35 hours)	Scale 22
Industrial Representative (32.5 hours)	Scale 16
Inspector, Mosquito Extermination (40 hours)	Scale 08
Inspector, Road Openings (35 hours)	Scale 12
Inspector Trainee, Mosquito Extermination (40 hours)	Scale 07
Institutional Attendant (40 hours)	Scale 03
Investigator Consumer Protection (32.5 hours)	Scale 08
Investigator Consumer Protection (35 hours)	Scale 10
Investigator County Medical Examiner's Office (32.5 hours)	Scale 17
Investigator Public Works (35 hours)	Scale 13
Job Developer (32.5 hours)	Scale 14
Job Developer (35 hours)	Scale 15
Juvenile Detention Officer (40 hours)	Scale 08
Keyboarding Clerk 1 (32.5 hours)	Scale 02
Keyboarding Clerk 1 (35 hours)	Scale 03
Keyboarding Clerk 2 (32.5 hours)	Scale 04
Keyboarding Clerk 2 (35 hours)	Scale 05
Keyboarding Clerk 2 Bilingual in Spanish & English (32.5 hours)	Scale 05
Keyboarding Clerk 3 (32.5 hours)	Scale 07
Keyboarding Clerk 3 (35 hours)	Scale 08
Keyboarding Clerk 4 (32.5 hours)	Scale 11

Keyboarding Clerk 4 (35 hours)	Scale 12
Laboratory Technician (32.5 hours)	Scale 14
Laborer 1 (35 hours)	Scale 03
Laborer 1 (40 hours)	Scale 05
Land Surveyor (35 hours)	Scale 16
Landscape Architect (32.5 hours)	Scale 17
Laundry Worker (40 hours)	Scale 02
Legal Stenographer (32.5 hours)	Scale 05
Library Assistant (32.5 hours)	Scale 04
Library Page (32.5 hours)	Scale 04
Locksmith (35 hours)	Scale 11
Mail Clerk (32.5 hours)	Scale 01
Maintenance Repairer (35 hours)	Scale 07
Maintenance Repairer Painter (35 hours)	Scale 07
Maintenance Superintendent (35 hours)	Scale 18
Maintenance Supervisor (35 hours)	Scale 16
Maintenance Supervisor Grounds (40 hours)	Scale 14
Maintenance Worker 1 Grounds (35 hours)	Scale 02
Maintenance Worker 1 Grounds (40 hours)	Scale 04
Maintenance Worker 2 Grounds (40 hours)	Scale 06
Maintenance Worker 3 Grounds (35 hours)	Scale 07
Management Information Systems Specialist (32.5 hours)	Scale 13
Management Information Systems Specialist (35 hours)	Scale 14
Management Specialist (32.5 hours)	Scale 16
Manager Mobile Meals Program (32.5 hours)	Scale 22
Mechanic (40 hours)	Scale 12
Mechanic Diesel (40 hours)	Scale 13
Mechanic's Helper (40 hours)	Scale 6
Medical Social Worker (35 hours)	Scale 18
Mental Health Administrator (35 hours)	Scale 24

Messenger (32.5 hours)	Scale 01
Museum Attendant (32.5 hours)	Scale 05
Museum Curator (32.5 hours)	Scale 16
Network Administrator 1 (35 hours)	Scale 23
Network Administrator 2 (35 hours)	Scale 25
Nurse Practitioner Obstetrics and Gynecology (35 hours)	Scale 21
Nurse Practitioner Pediatrics (35 hours)	Scale 23
Nutrition Program Coordinator WIC (35 hours)	Scale 22
Occupational Therapy Aide (40 hours)	Scale 08
Omnibus Operator (32.5 hours)	Scale 06
Painter (35 hours)	Scale 12
Paralegal Specialist (32.5 hours)	Scale 15
Park Naturalist (32.5 hours)	Scale 14
Parking Attendant (35 hours)	Scale 02
Patient Activities Coordinator (40 hours)	Scale 20
Payroll Clerk (32.5 hours)	Scale 03
Payroll Clerk (35 hours)	Scale 04
Payroll Supervisor (32.5 hours)	Scale 12
Payroll Supervisor (35 hours)	Scale 13
Photographer (32.5 hours)	Scale 11
Planning Aide (32.5 hours)	Scale 07
Plumber (35 hours)	Scale 12
Practical Nurse (40 hours)	Scale 14
Principal Account Clerk (32.5 hours)	Scale 08
Principal Account Clerk (35 hours)	Scale 10
Principal Accountant (32.5 hours)	Scale 19
Principal Accountant (35 hours)	Scale 20
Principal Assistant Assessor (35 hours)	Scale 21
Principal Cashier (32.5 hours)	Scale 10
Principal Cashier (35 hours)	Scale 11
Principal Clerk Transcriber (32.5 hours)	Scale 07

Principal Data Entry Machine Operator (32.5 hours)	Scale 08
Principal Data Entry Machine Operator (35 hours)	Scale 10
Principal Drafting Technician (35 hours)	Scale 13
Principal Engineer (35 hours)	Scale 23
Principal Engineering Aide (35 hours)	Scale 13
Principal Engineering Clerk (32.5 hours)	Scale 08
Principal Payroll Clerk (32.5 hours)	Scale 08
Principal Payroll Clerk (35 hours)	Scale 10
Principal Planner (32.5 hours)	Scale 21
Principal Planner Data Management (32.5 hours)	Scale 21
Principal Planner Data Management (35 hours)	Scale 22
Principal Planner Solid Waste Management (32.5 hours)	Scale 21
Principal Planner Transportation (32.5 hours)	Scale 21
Principal Planning Aide (32.5 hours)	Scale 12
Principal Purchasing Assistant (32.5 hours)	Scale 08
Principal Purchasing Assistant (35 hours)	Scale 10
Principal Registered Environmental Health Specialist Public Health (35 hours)	Scale 21
Principal Technician Management Information Systems (35 hours)	Scale 18
Probate Clerk (32.5 hours)	Scale 07
Program Analyst (32.5 hours)	Scale 16
Program Analyst (35 hours)	Scale 17
Program Development Specialist Aging (32.5 hours)	Scale 16
Program Development Specialist Community Service (32.5 hours)	Scale 16
Program Development Specialist Criminal Justice (32.5 hours)	Scale 16
Program Development Specialist Human Resources (32.5 hours)	Scale 16
Program Development Specialist Human Resources (35 hours)	Scale 17
Program Monitor (32.5 hours)	Scale 13
Program Monitor (35 hours)	Scale 14

Program Specialist Alcohol Abuse Activities (35 hours)	Scale 13
Program Specialist Special Child Health Service (35 hours)	Scale 19
Project Coordinator Construction (35 hours)	Scale 14
Project Coordinator Crime Prevention Program (32.5 hours)	Scale 13
Project Director Nutrition Program for the Elderly (32.5 hours)	Scale 19
Public Health Epidemiologist (35 hours)	Scale 22
Public Health Investigator (35 hours)	Scale 10
Public Health Laboratory Technician (35 hours)	Scale 15
Public Health Nurse (35 hours)	Scale 17
Public Health Nurse Supervisor (35 hours)	Scale 21
Public Health Nutritionist (35 hours)	Scale 23
Public Information Officer (32.5 hours)	Scale 15
Public Information Officer (35 hours)	Scale 16
Public Safety Telecommunicator (40 hours)	Scale 13
Public Safety Telecommunicator, Trainee (40 hours)	Scale 11
Purchasing Assistant (32.5 hours)	Scale 04
Purchasing Assistant (35 hours)	Scale 05
Radio Dispatcher/Keyboarding Clerk 2 (32.5 hours)	Scale 05
Radio Technician (40 hours)	Scale 16
Receptionist (32.5 hours)	Scale 03
Receptionist (35 hours)	Scale 04
Receptionist/Senior Clerk Transcriber (32.5 hours)	Scale 04
Receptionist/Senior Clerk Transcriber (35 hours)	Scale 05
Receptionist/Telephone Operator (32.5 hours)	Scale 03
Receptionist/Telephone Operator (35 hours)	Scale 04
Records Management Analyst (35 hours)	Scale 17
Records Manager (35 hours)	Scale 21
Records Support Technician 1 (32.5 hours)	Scale 04
Records Support Technician 2 (32.5 hours)	Scale 06
Records Support Technician 4 (32.5 hours)	Scale 12

Records Support Technician 4 (35 hours)	Scale 13
Recreation Program Coordinator (32.5 hours)	Scale 11
Recreation Program Specialist (32.5 hours)	Scale 16
Recreation Supervisor (32.5 hours)	Scale 18
Recreation Supervisor Handicapped Program (32.5 hours)	Scale 18
Recreation Therapy Aide (40 hours)	Scale 08
Registered Environmental Health Specialist Public Health (35 hours)	Scale 17
Registered Environmental Health Specialist Trainee Public Health (35 hours)	Scale 13
Research Aide (32.5 hours)	Scale 06
Research Assistant (32.5 hours)	Scale 13
Research Assistant (35 hours)	Scale 14
Research Assistant Criminal Information (32.5 hours)	Scale 13
Road Inspector (35 hours)	Scale 14
Road Repairer 3 (40 hours)	Scale 13
Road Repairer Supervisor (40 hours)	Scale 15
Safety and Insurance Coordinator (35 hours)	Scale 19
Safety Inspector (35 hours)	Scale 18
Sanitary Landfill Caretaker (32.5 hours)	Scale 04
Seamstress (40 hours)	Scale 03
Secretarial Assistant (32.5 hours)	Scale 11
Secretarial Assistant (35 hours)	Scale 12
Senior Account Clerk (32.5 hours)	Scale 05
Senior Account Clerk (35 hours)	Scale 06
Senior Accountant (32.5 hours)	Scale 17
Senior Accountant (35 hours)	Scale 18
Senior Administrative Analyst (32.5 hours)	Scale 20
Senior Administrative Analyst (35 hours)	Scale 21
Senior Animal Attendant (40 hours)	Scale 05
Senior Assistant Assessor (35 hours)	Scale 17
Senior Boiler Operator (40 hours)	Scale 12

Senior Bridge Construction Inspector/Senior Road Inspector (35 hours)	Scale 17
Senior Bridge Construction Worker (40 hours)	Scale 10
Senior Bridge Repairer (40 hours)	Scale 10
Senior Building Maintenance Worker (35 hours)	Scale 04
Senior Building Maintenance Worker (40 hours)	Scale 06
Senior Building Service Worker (35 hours)	Scale 04
Senior Buyer (32.5 hours)	Scale 17
Senior Buyer (35 hours)	Scale 18
Senior Carpenter (35 hours)	Scale 14
Senior Cashier (32.5 hours)	Scale 07
Senior Cashier (35 hours)	Scale 08
Senior Cemetery Caretaker (35 hours)	Scale 05
Senior Cemetery Caretaker (40 hours)	Scale 07
Senior Citizen's Program Aide (32.5 hours)	Scale 02
Senior Clerk Transcriber (32.5 hours)	Scale 04
Senior Clerk Transcriber (35 hours)	Scale 05
Senior Communications Technician (40 hours)	Scale 17
Senior Community Service Aide (32.5 hours)	Scale 08
Senior Community Service Aide (35 hours)	Scale 10
Senior Computer Service Technician (35 hours)	Scale 14
Senior Cook (40 hours)	Scale 07
Senior County Park Ranger (40 hours)	Scale 10
Senior Data Entry Machine Operator (32.5 hours)	Scale 05
Senior Data Entry Machine Operator (35 hours)	Scale 06
Senior Data Processing Programmer (32.5 hours)	Scale 19
Senior Data Processing Programmer (35 hours)	Scale 20
Senior Drafting Technician (32.5 hours)	Scale 11
Senior Drafting Technician (35 hours)	Scale 11
Senior Electrician (35 hours)	Scale 14
Senior Emergency Medical Technician (40 hours)	Scale 15

Senior Employment Specialist (32.5 hours)	Scale 16
Senior Employment Specialist (35 hours)	Scale 17
Senior Employment Test Monitor (32.5 hours)	Scale 10
Senior Employment Test Monitor (35 hours)	Scale 11
Senior Engineer (35 hours)	Scale 20
Senior Engineer Hydraulic (35 hours)	Scale 20
Senior Engineering Aide (35 hours)	Scale 11
Senior Environmental Health Specialist Hazardous Substances (35 hours)	Scale 19
Senior Execution Clerk (32.5 hours)	Scale 11
Senior Execution Clerk (35 hours)	Scale 12
Senior Field Representative Disease Control (35 hours)	Scale 16
Senior Field Representative Health Education (35 hours)	Scale 18
Senior Inspector Mosquito Extermination (40 hours)	Scale 12
Senior Inspector Road Openings (35 hours)	Scale 14
Senior Institutional Attendant (40 hours)	Scale 04
Senior Investigator Consumer Protection (32.5 hours)	Scale 12
Senior Investigator Consumer Protection (35 hours)	Scale 13
Senior Investigator County Medical Examiner's Office (32.5 hours)	Scale 17
Senior Juvenile Detention Officer (40 hours)	Scale 11
Senior Landscape Architect (32.5 hours)	Scale 19
Senior Laundry Worker (40 hours)	Scale 03
Senior Legal Stenographer (32.5 hours)	Scale 07
Senior Maintenance Repairer (35 hours)	Scale 10
Senior Mechanic (40 hours)	Scale 14
Senior Medical Record Clerk (32.5 hours)	Scale 05
Senior Medical Social Worker (40 hours)	Scale 20
Senior Medical Stenographer (32.5 hours)	Scale 07
Senior Occupational Therapy Aide (40 hours)	Scale 11
Senior Painter (35 hours)	Scale 14
Senior Park Naturalist (32.5 hours)	Scale 16

Senior Payroll Clerk (32.5 hours)	Scale 05
Senior Payroll Clerk (35 hours)	Scale 06
Senior Planner (32.5 hours)	Scale 17
Senior Planner Community Development Program (32.5 hours)	Scale 17
Senior Planner Transportation (32.5 hours)	Scale 17
Senior Planning Aide (32.5 hours)	Scale 10
Senior Plumber (35 hours)	Scale 14
Senior Practical Nurse (40 hours)	Scale 16
Senior Probate Clerk (32.5 hours)	Scale 10
Senior Program Analyst (32.5 hours)	Scale 18
Senior Program Analyst (35 hours)	Scale 19
Senior Program Development Specialist Community Service (32.5 hours)	Scale 19
Senior Program Development Specialist Community Service (35 hours)	Scale 20
Senior Public Health Investigator (35 hours)	Scale 12
Senior Public Health Nurse (35 hours)	Scale 19
Senior Public Safety Telecommunicator (40 hours)	Scale 15
Senior Purchasing Assistant (32.5 hours)	Scale 06
Senior Purchasing Assistant (35 hours)	Scale 07
Senior Receptionist (32.5 hours)	Scale 05
Senior Receptionist (35 hours)	Scale 06
Senior Receptionist/Telephone Operator (32.5 hours)	Scale 05
Senior Receptionist/Telephone Operator (35 hours)	Scale 06
Senior Recreation Therapy Aide (40 hours)	Scale 11
Senior Registered Environmental Health Specialist Public Health (35 hours)	Scale 19
Senior Road Inspector (35 hours)	Scale 16
Senior Social Worker, Juvenile Rehabilitation (40 hours)	Scale 19
Senior Stock Clerk (40 hours)	Scale 03
Senior Storekeeper (35 hours)	Scale 08

Senior Storekeeper (40 hours)	Scale 10
Senior Technician Management Information Systems (35 hours)	Scale 16
Senior Telephone Operator (32.5 hours)	Scale 05
Senior Telephone Operator (35 hours)	Scale 06
Senior Traffic Maintenance Worker (35 hours)	Scale 08
Senior Traffic Signal Electrician (35 hours)	Scale 14
Senior Welder (40 hours)	Scale 15
Site Manager, Nutrition Program for the Elderly (32.5 hours)	Scale 03
Social Rehabilitation Therapist Penal Institution (32.5 hours)	Scale 17
Social Service Assistant (40 hours)	Scale 14
Social Worker Aging (32.5 hours)	Scale 16
Social Worker Aging (35 hours)	Scale 18
Social Worker Health (32.5 hours)	Scale 16
Social Worker Health (35 hours)	Scale 18
Social Worker Institutions (40 hours)	Scale 16
Social Worker Juvenile Rehabilitation (40 hours)	Scale 17
Specification Writer Purchasing (32.5 hours)	Scale 15
Stock Clerk (40 hours)	Scale 05
Storekeeper (35 hours)	Scale 06
Storekeeper (40 hours)	Scale 08
Storekeeper Automotive (40 hours)	Scale 08
Superintendent of Weights and Measures (35 hours)	Scale 18
Supervising Account Clerk (32.5 hours)	Scale 12
Supervising Account Clerk (35 hours)	Scale 13
Supervising Animal Attendant (40 hours)	Scale 08
Supervising Animal Control Officer (40 hours)	Scale 16
Supervising Bookkeeping Machine Operator (32.5 hours)	Scale 11
Supervising Bridge Construction Inspector/ Supervising Road Inspector (35 hours)	Scale 20
Supervising Bridge Repairer (40 hours)	Scale 15

Supervising County Park Ranger (40 hours)	Scale 14
Supervising Emergency Medical Technician (40 hours)	Scale 17
Supervising Employment Specialist (35 hours)	Scale 19
Supervising Engineer (35 hours)	Scale 26
Supervising Engineering Aide (35 hours)	Scale 15
Supervising Field Representative Disease Control (35 hours)	Scale 20
Supervising Heavy Equipment Operator (40 hours)	Scale 18
Supervising Heavy Equipment Operator Mosquito Extermination (40 hours)	Scale 18
Supervising Institutional Attendant (40 hours)	Scale 07
Supervising Juvenile Detention Officer (40 hours)	Scale 13
Supervising Maintenance Repairer (35 hours)	Scale 12
Supervising Mechanic (40 hours)	Scale 17
Supervising Omnibus Operator (32.5 hours)	Scale 08
Supervising Planner (32.5 hours)	Scale 23
Supervising Program Development Specialist Community Services (35 hours)	Scale 21
Supervising Public Safety Telecommunicator (40 hours)	Scale 17
Supervising Road Inspector (35 hours)	Scale 19
Supervising Telephone Operator (32.5 hours)	Scale 12
Supervisor Building Service (35 hours)	Scale 07
Supervisor Building Service (40 hours)	Scale 07
Supervisor Job Development (32.5 hours)	Scale 16
Supervisor Job Development (35 hours)	Scale 17
Supervisor of Accounts (32.5 hours)	Scale 12
Supervisor of Accounts (35 hours)	Scale 13
Supervisor of Data Entry Machine Operations (32.5 hours)	Scale 13
Supervisor of Data Entry Machine Operations (35 hours)	Scale 14
Supervisor of Data Processing Operations (32.5 hours)	Scale 16
Supervisor of Data Processing Operations (35 hours)	Scale 17
Supervisor Traffic Maintenance (35 hours)	Scale 15

Supervisor Traffic Signal (35 hours)	Scale 18
Tax Research Examiner & Investigator (32.5 hours)	Scale 15
Teacher Aide (32.5 hours)	Scale 02
Teacher Juvenile Facilities (32.5 hours)	Scale 15
Teacher Special Education (32.5 hours)	Scale 15
Technician Management Information Systems (35 hours)	Scale 14
Telephone Operator (32.5 hours)	Scale 03
Telephone Operator (35 hours)	Scale 04
Telephone System Installer and Repairer (40 hours)	Scale 14
Traffic Analyst (35 hours)	Scale 15
Traffic Engineer (35 hours)	Scale 26
Traffic Investigator (35 hours)	Scale 10
Traffic Maintenance Worker (35 hours)	Scale 06
Traffic Signal Electrician (35 hours)	Scale 12
Traffic Signal Technician 1 (35 hours)	Scale 10
Training Coordinator (40 hours)	Scale 18
Training Technician (35 hours)	Scale 15
Training Technician (40 hours)	Scale 17
Tree Maintenance Worker 2 (40 hours)	Scale 07
Truck Driver (40 hours)	Scale 07
Truck Driver Heavy (40 hours)	Scale 10
Weights & Measures Apprentice (32.5 hours)	Scale 11
Weights & Measures Apprentice (35 hours)	Scale 12
Welder (40 hours)	Scale 12
Welder's Helper (40 hours)	Scale 06
Work Release Administrator (32.5 hours)	Scale 19
Youth Group Worker (40 hours)	Scale 18
Youth Opportunity Coordinator (32.5 hours)	Scale 17
Youth Services Counselor (32.5 hours)	Scale 16

2013 CWA PAY SCALES

SCALE 01	27,851 – 37,628
SCALE 02	28,969 – 39,138
SCALE 03	30,140 – 40,721
SCALE 04	31,366 – 42,377
SCALE 05	32,656 – 44,120
SCALE 06	34,010 – 45,950
SCALE 07	35,435 – 47,875
SCALE 08	36,928 – 49,893
SCALE 10	38,497 – 52,012
SCALE 11	40,138 – 54,229
SCALE 12	41,867 – 56,565
SCALE 13	43,677 – 59,011
SCALE 14	45,584 – 61,587
SCALE 15	47,589 – 64,296
SCALE 16	49,688 – 67,132
SCALE 17	51,898 – 70,118
SCALE 18	54,212 – 73,244
SCALE 19	56,638 – 76,521
SCALE 20	59,197 – 79,979
SCALE 21	61,873 – 83,594
SCALE 22	64,690 – 87,401
SCALE 23	67,648 – 91,396
SCALE 24	70,744 – 95,579
SCALE 25	74,013 – 99,997
SCALE 26	77,427 – 104,609
SCALE 27	81,014 – 109,455

SOCIAL SERVICES TITLES

Account Clerk	Scale 08
Accountant	Scale 19
Building Maintenance Worker/Messenger	Scale 07
Clerk 1	Scale 07
Clerk 2	Scale 09
Clerk 3	Scale 13
Clerk Stenographer 2	Scale 10
Coordinator for Federal and State Aid	Scale 20
Data Entry Machine Operator	Scale 07
Data Processing Programmer	Scale 19
Human Services Aide	Scale 13
Human Services Specialist 1	Scale 14
Human Services Specialist 2	Scale 17
Human Services Specialist 2 Bilingual in Spanish and English	Scale 17
Human Services Specialist 3	Scale 19
Human Services Specialist 3 Bilingual in Spanish and English	Scale 19
Investigator County Welfare Agency	Scale 19
Keyboarding Clerk 1	Scale 07
Keyboarding Clerk 2	Scale 09
Keyboarding Clerk 2 Bilingual in Spanish and English	Scale 10
Keyboarding Clerk 3	Scale 13
Medical Social Service Assistant County Welfare Agency	Scale 20
Principal Account Clerk	Scale 14
Principal Data Entry Machine Operator	Scale 14
Secretarial Assistant	Scale 17
Senior Account Clerk	Scale 10
Senior Accountant	Scale 21
Senior Building Maintenance Worker	Scale 10
Senior Clerk Transcriber	Scale 10

Senior Data Entry Machine Operator	Scale 10
Senior Investigator County Welfare Agency	Scale 21
Senior Receptionist	Scale 09
Senior Technician Management Information Systems	Scale 19
Senior Telephone Operator	Scale 10
Social Service Aide	Scale 08
Social Service Technician	Scale 14
Social Work Specialist	Scale 20
Social Worker	Scale 19
Social Worker Bilingual in Spanish and English	Scale 19
Technician, Management Information Systems	Scale 16
Telephone Operator	Scale 07

SUPERVISORY TITLES

Assistant Chief Investigator County Welfare Agency	Scale 22
Assistant Training Supervisor County Welfare Agency	Scale 24
Chief Clerk	Scale 21
Clerk 4	Scale 16
Human Services Specialist 4	Scale 22
Human Services Specialist 4 Bilingual in Spanish and English	Scale 22
Keyboarding Clerk 4	Scale 16
Principal Technician, Management Information Systems	Scale 22
Social Work Supervisor	Scale 22
Supervising Account Clerk	Scale 17

2013 CWA (SOCIAL SERVICES) PAY SCALES

SCALE 05	24,999 – 36,595
SCALE 06	26,249 – 38,424
SCALE 07	27,561 – 40,346
SCALE 08	28,939 – 42,363
SCALE 09	30,386 – 44,481
SCALE 10	31,906 – 46,705
SCALE 11	33,501 – 49,040
SCALE 12	35,176 – 51,492
SCALE 13	36,935 – 54,067
SCALE 14	38,781 – 56,770
SCALE 15	40,720 – 59,609
SCALE 16	42,756 – 62,589
SCALE 17	44,894 – 65,719
SCALE 18	47,139 – 69,005
SCALE 19	49,496 – 72,455
SCALE 20	51,971 – 76,078
SCALE 21	54,569 – 79,881
SCALE 22	57,298 – 83,876
SCALE 23	60,163 – 88,069
SCALE 24	63,171 – 92,473

TEAMSTERS CLASSIFICATIONS

Assistant Administrative Supervisor of Social Work	Scale C
Assistant Administrative Supervisor of Income Maintenance	Scale C
Coordinator of Child Support & Paternity Program	Scale C
Training Supervisor	Scale D
Administrative Supervisor of Social Work	Scale E
Administrative Supervisor of Income Maintenance	Scale F

2013 TEAMSTERS PAY SCALES

SCALE C	92,835
SCALE D	101,908
SCALE E	103,853
SCALE F	105,292

B1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO PHYSIO-CONTROL, INC. FOR SOFTWARE AND TECHNICAL SUPPORT SERVICES FOR AUTOMATED EXTERNAL DEFIBRILLATORS, FOR A TOTAL CONTRACT AMOUNT OF \$18,668.00, FROM JUNE 1, 2013 TO MAY 31, 2015

WHEREAS, the County has determined there is a need to contract for continuing software and technical support services for Automated External Defibrillators, which are utilized by Gloucester County Emergency Medical Service; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Physio-Control, Inc., of 11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98073-9706, for a total contract amount of \$18,668.00, to be paid in two annual installments, from June 1, 2013 to May 31, 2015; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$9,334.00, pursuant to CAF# 13-04147, which amount shall be charged against budget line item 3-01-25-250-002-20370; 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 existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a contract between the County of Gloucester and Physio-Control, Inc., for a total contract amount of \$18,668.00, from June 1, 2013 to May 31, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BI

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PHYSIO-CONTROL, INC.**

THIS CONTRACT is made effective the 1st 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 **PHYSIO-CONTROL, INC.**, of 11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98073-9706, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need to contract for software and technical support services for Automated External Defibrillators, which are utilized by Gloucester County Emergency Medical Service; 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 existing Automated External Defibrillators in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(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.** The contract shall be for the period of two years, from June 1, 2013 to May 31, 2015.
2. **COMPENSATION.** Vendor shall be compensated pursuant to Attachment A, attached hereto, for a total contract amount of \$18,668.00, payable in two annual installments.

Vendor shall be paid in accordance with this Contract document upon date 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 claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. DUTIES OF PARTIES. The specific duties of the Vendor shall be as set forth in Attachment A, *Technical Service Support Agreement*, dated April 9, 2013, which is attached hereto and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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.

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Vendor.

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

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

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

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

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

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

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

13. 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.

14. CHANGES. This Contract may be modified by 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.

15. 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.

16. 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.

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

18. 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.

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

20. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is effective as of the 1st day of June, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

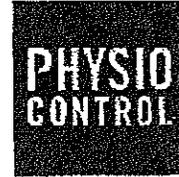
PHYSIO-CONTROL, LLC

By:
Title:

ATTACHMENT A

B1

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 20286201
GLOUCESTER CTY EMS
1200 N DELSEA DRIVE
CLAYTON, NJ 08312

Bill To # 20286201
GLOUCESTER CTY EMS
1200 N DELSEA DRIVE
CLAYTON, NJ 08312

This Technical Service Support Agreement begins on 6/1/2013 and expires on 5/31/2015.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$18,668.00 per term, payable in Annual installments.

Special Terms

NONE

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: EABB66
Bichler Joseph
Phone:
FAX: 800-772-3340

Customer Contact:
Andy Lovell
Phone: 856-307-7120
FAX:

Reference Number: E66-0101
Printed: 4/9/2013

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control's acceptance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

"Repair and Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

- (i) Battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or
- (ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery, Customer will be charged at the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location. Services will be performed between 8:00am and 6:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"Ship-In Service" means that service will be performed at Physio-Control's designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours, Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal and recycling

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Printed: 4/9/2013

Renewal
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LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

UPGRADES. "Upgrade" means a major, stand-alone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be resending the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, ~~NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.~~ 94

TERM. The Initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Bichler Joseph, EAEE66
 District: NORTHEAST
 Phone:
 FAX: 800-772-3340

Equipment Location: GLOUCESTER CTY EMS, 20286201
 1200 N DELSEA DRIVE
 CLAYTON, NJ 08312

Scope Of Service On Site Inspection Only - 1 Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500023	35892539	1	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35894844	2	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895415	3	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895416	4	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895417	5	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895418	6	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895419	7	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895420	8	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895421	9	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895422	10	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895423	11	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895424	12	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895425	13	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895426	14	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895427	15	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895428	16	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895429	17	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895431	18	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895432	19	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895433	20	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	35895507	21	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	37454920	22	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	37454921	23	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	37454922	24	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	37454923	25	6/1/2013	5/31/2015	2
LIFEPAK®1000	320371500023	37454924	26	6/1/2013	5/31/2015	2

Reference Number: E66-0101
 Printed: 4/9/2013

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** Denotes an inventory line that has changed since the last contract revision or addendum.

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Printed: 4/9/2013

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 1000 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
- Battery Coverage
- o Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure;

OR

- o Replacement of up to one (1) LIFEPAK 1000 Li-Ion Battery Pak every five (5) years for each LIFEPAK 1000 AED listed on Schedule A, or upon failure.

Reference Number: E66-0101
Printed: 4/9/2013

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RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY AND COLONIAL MANOR FIRE DEPARTMENT AND THE COUNTY AND MANTUA TOWNSHIP FIRE DISTRICT REGARDING THE OPERATION OF FOAM TENDERS

WHEREAS, the Governor of the State of New Jersey designated the Office of the Attorney General as the State Administrative Agency (SAA) to be responsible for implementation and administration of procedures and equipment by the Homeland Office of Domestic Preparedness (ODP); and

WHEREAS, the SAA, through its New Jersey Domestic Security Preparedness Task Force, has worked with the Counties and regions within the State to assess capabilities, needs and vulnerabilities, which include the purchase and disposition of equipment; and

WHEREAS, it has been determined by ODP that there is a need for fire-fighting and catastrophic remediation equipment within Gloucester County; and

WHEREAS, through funds provided by the Office of Homeland Security and Preparedness through Buffer Zone Protection, the purchase of two (2) 4,000 gallon foam tenders has been secured and is to be available for use by Gloucester County; and

WHEREAS, the Colonial Manor Fire Department and the Mantua Township Fire District has agreed to house and operate said foam tender and respond on a regional basis when needed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute a Memorandum of Understanding with the Colonial Manor Fire Department and with the Mantua Township Fire District for the housing and operation of a 4,000 gallon foam tender, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER,
DEPARTMENT OF EMERGENCY MANAGEMENT AND MANTUA TWP. FIRE DISTRICT
REGARDING THE OPERATION OF A FOAM TENDER**

WHEREAS, the Governor of the State of New Jersey designated the Office of the Attorney General as the State Administrative Agency (SAA) to be responsible for implementation and administration of procedures and equipment by the Homeland Office of Domestic Preparedness (ODP); and

WHEREAS, the SAA, through its New Jersey Domestic Security Preparedness Task Force, has worked with the Counties and regions within the State to assess capabilities, needs and vulnerabilities, which include the purchase and disposition of equipment; and

WHEREAS, it has been determined by ODP that there is a need for fire-fighting and catastrophic remediation equipment within Gloucester County; and

WHEREAS, through funds provided by Homeland Security, the purchase of 4,000 gallon foam tender has been secured and is to be available for use by Gloucester County.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties hereto do covenant and agree as follows:

1. Title and ownership shall be maintained by the County of Gloucester.
2. The County of Gloucester, through the Department of Emergency Management shall provide training for operation of the foam tender.
3. The Department of Emergency Management, the County Fire Coordinator and Mantua Twp. Fire District enter into this agreement to house, staff, and keep in ready condition the foam tender for operational response in and out of Gloucester County through the fire coordination request.
4. The County of Gloucester shall be responsible for the maintenance and repair of the foam trailer.
5. Only authorized and trained personnel shall operate and utilize the foam tender under the direction of the Department of Emergency Management, the County Fire Coordinator and/or the Mantua Twp. Fire District.
6. Mantua Twp. Fire District shall provide climate controlled housing for the foam tender.
7. Mantua Twp. Fire District shall require its members who will be utilizing the foam tender to undergo training with the County.

8. Mantua Twp. Fire District agrees to respond with the foam tender to emergency calls in Gloucester County and other areas in the region that they may be dispatched to.
9. Mantua Twp. Fire District shall not make modifications of any kind, including but not limited to repainting of the vehicle, affixing any decals, or performing stripping of any kind unless agreed upon between the Emergency Management Office, the County Fire Coordinator and the County of Gloucester.
10. The County shall provide liability insurance on the vehicle and Mantua Twp. Fire District shall provide liability insurance coverage for their own personnel/operators, and workers compensation insurance for its employees.
11. This Memorandum of Understanding may be terminated by either party upon 30 days written notice. At such time, the County-owned trailer shall be returned to the County.
12. This Memorandum of Understanding and provisional use of the foam tender by the Mantua Twp. Fire District is conditioned upon availability of funds from Homeland Security and other monies available within the County budget for maintenance, insurance, etc.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

MANTUA TOWNSHIP FIRE DISTRICT

By:
Title:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER,
DEPARTMENT OF EMERGENCY MANAGEMENT AND COLONIAL MANOR FIRE
DEPARTMENT REGARDING THE OPERATION OF A FOAM TENDER**

WHEREAS, the Governor of the State of New Jersey designated the Office of the Attorney General as the State Administrative Agency (SAA) to be responsible for implementation and administration of procedures and equipment by the Homeland Office of Domestic Preparedness (ODP); and

WHEREAS, the SAA, through its New Jersey Domestic Security Preparedness Task Force, has worked with the Counties and regions within the State to assess capabilities, needs and vulnerabilities, which include the purchase and disposition of equipment; and

WHEREAS, it has been determined by ODP that there is a need for fire-fighting and catastrophic remediation equipment within Gloucester County; and

WHEREAS, through funds provided by Office of Homeland Security Buffer Zone Protection, the purchase of 4,000 gallon foam tender has been secured and is to be available for use by Gloucester County.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties hereto do covenant and agree as follows:

1. Title and ownership shall be maintained by the County of Gloucester.
2. The County of Gloucester, through the Department of Emergency Management shall provide training for operation of the foam tender.
3. The Department of Emergency Management, the County Fire Coordinator and Colonial Manor Fire Department enter into this agreement to house, staff, and keep in ready condition the foam tender for operational response in and out of Gloucester County through the fire coordination request.
4. The County of Gloucester shall be responsible for the maintenance and repair of the foam trailer.
5. Only authorized and trained personnel shall operate and utilize the foam tender under the direction of the Department of Emergency Management, the County Fire Coordinator and/or the Colonial Manor Fire Department.
6. Colonial Manor Fire Department shall provide climate controlled housing for the foam tender.
7. Colonial Manor Fire Department shall require its members who will be utilizing the foam tender to undergo training with the County.

8. Colonial Manor Fire Department agrees to respond with the foam tender to emergency calls in Gloucester County and other areas in the region that they may be dispatched to.
9. Colonial Manor Fire Department shall not make modifications of any kind, including but not limited to repainting of the vehicle, affixing any decals, or performing stripping of any kind unless agreed upon between the Emergency Management Office, the County Fire Coordinator and the County of Gloucester.
10. The County shall provide liability insurance on the vehicle and Colonial Manor Fire Department shall provide liability insurance coverage for their own personnel/ operators, and workers compensation insurance for its employees.
11. This Memorandum of Understanding may be terminated by either party upon 30 days written notice. At such time, the County-owned tender shall be returned to the County.
12. This Memorandum of Understanding and provisional use of the foam tender by the Colonial Manor Fire Department is conditioned upon availability of funds from Homeland Security and other monies available within the County budget for maintenance, insurance, etc.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

COLONIAL MANOR FIRE DEPARTMENT

By:
Title:

RESOLUTION AUTHORIZING APPLICATION AND EXECUTION OF AGREEMENT WITH THE STATE EMERGENCY MANAGEMENT FOR THE FY2011 ACCESS AND FUNCTIONAL NEEDS PROGRAM ASSISTANCE GRANT, IN THE AMOUNT OF \$23,000.00 WITH AN IN-KIND MATCH OF \$23,000.00, FROM OCTOBER 1, 2012 TO DECEMBER 31, 2013

WHEREAS, the County Office of Emergency Management seeks to apply for the FY2011 Emergency Management Agency Assistance – Access and Functional Needs Program Assistance application in accordance with the state and federal laws and regulations applicable to the New Jersey Emergency Management; and

WHEREAS, the County is applying for this Access and Functional Needs Program to assist the County Access and Functional Liaison, in conjunction with County Office of Emergency Management and others to identify and integrate people with access and functional needs into all phases of the emergency management process; and

WHEREAS, the County Office of Emergency Management 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 all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County Office of Emergency Management has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Emergency Management; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of grant funds to be requested is \$23,000.00, with an in-kind match of \$23,000.00, for a total amount of \$46,000.00, from October 1, 2012 to December 31, 2013.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application and execution of agreement with New Jersey Emergency Management, requesting funds from the FY2011 Emergency Management Agency Assistance – Access and Functional Needs Program Assistance, in the amount of \$23,000.00, with an in-kind match of \$23,000.00, for a total amount of \$46,000.00, from October 1, 2012 to December 31, 2013.
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 assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

B3



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

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

TO: Len Clark

DEPARTMENT: Emergency Response

GRANT TITLE: FY11 Emergency Management Assistance-Access &
Functional Needs Program

DATE: June 26, 2013

CERTIFICATION LETTER

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

REVIEWED BY: *Alm Zahr*

REVIEWED BY: *Jim Aray*
Grants Coordinator

FREEHOLDER MEETING: July 10, 2013



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
SUBGRANT AWARD**

PROJECT TITLE	SUBGRANT AMOUNT		
FY 2011 Access and Functional Needs Program Assistance	FEDERAL	\$	23,000.00
IMPLEMENTING AGENCY/PROJECT DIRECTOR	MATCH	\$	23,000.00
	TOTAL	\$	46,000.00
County of Gloucester			
SUBGRANTEE County of Gloucester	DATE OF AWARD:		
STATE ACCOUNT NO.: N/A	CFDA No. : 97.042		

In accordance with the provisions of the 2011 Emergency Management Performance Grant Program and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety (copy of which is attached hereto), all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letter 04-04 (if applicable). It is subject also to any special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award # (if applicable).

FOR THE SUBGRANTEE

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

_____ of Authorizing Official

Jeffrey S. Chiesa, Attorney General
or Designee

Robert M. Damminger, County of Gloucester
Freeholder Director

TYPED NAME OF OFFICIAL AND TITLE

DATE

Subgrant Number 11 EMPG-AFNPA-04

Date Application Received _____

Chief Fiscal Officer
(If applicable)

Subgrant Period October 1, 2012-December 31, 2013

Project Director
(If applicable)

Subgrantee Fiscal Year Start Date January 1, 2012

FEDERAL FISCAL YEAR 2011

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

ACCESS AND FUNCTIONAL NEEDS PROGRAM ASSISTANCE (AFNPA) GRANT

SPECIAL CONDITIONS

1. This award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.
2. The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Division of State Police (DSP) may require. Specifically, the subgrantee must submit to the Department of Law and Public Safety, DSP, Grants Administration Bureau, financial reports (Detailed Cost Statements) and progress reports every three (3) months and at the end of the subgrant project period. Reporting periods and due dates:
 - a. October 1 – December 31 Due January 10
 - b. January 1 – March 31 Due April 10
 - c. April 1 – June 30 Due July 10
 - d. July 1 – September 30 Due October 10
3. The Subgrantee ensures that it will comply with applicable OMB Circular Letters and the Department of Homeland Security regulations, which have been incorporated into this award by reference, including Title 44, Chapter 1, Part 13, sec 13.24, Matching or Cost Sharing and sec 13.42, Retention and Access Requirements for Records. The following is a non-exclusive list of regulations commonly applicable to DHS grants:
 - A. Administrative Requirements
 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements for State and Local Governments
 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulations (FAR) are located at 48 C.F.R. Part 31, Sec 31.103, Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modifications or adoption of any law, regulation or policy, at any level of government, without the express prior approval of FEMA.
5. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY2011 Emergency Management Performance Grant guidelines and application kit.
6. The Subgrantee ensures that the work will be performed within the subgrant period.
7. Grant funds may not be used to supplant (replace) state or local funds that would be made available in the absence of federal grant funding. Program funds must be used to increase the amount of state or local funds otherwise budgeted for the grant purposes, plus any additional state or local funds budgeted for these purposes.
8. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under this Agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department of Law and Public Safety to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.
9. Subgrantees are advised that, when practicable, any equipment purchased with grant funds awarded under this program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
10. Any printed material must contain the name of the Grant Program.
11. Financial and programmatic records as well as other supporting documents or statistical records must be maintained for a period of three (3) years. The retention period for these records begins on the day the subgrant is officially closed.
12. The NJ Division of State Police has the right to access any pertinent books, documents, papers or other records in order to make audits, examinations, excerpts, and transcripts. The rights of access is not limited to the required retention period but must last as long as the records are retained.

13. County governmental agencies must submit a resolution authorizing the acceptance of the Federal share and the local match. (See sample resolution.)
14. Prior approval is required for changes to approved project scope, objectives, or budget.
15. Subgrantees are required to submit to the Division of State Police, Grants Administration Bureau, a copy of their audit report completed for the year (fiscal or calendar) in which the subgrant funds were awarded and for the open years of the subgrant.
16. Material failure to comply with any terms or conditions of the EMPG program, including the failure to provide correct and complete documentation or monthly or quarterly performance reports, may result in enforcement actions to gain compliance such as withholding cash payments, disallowing costs, withholding further awards, or recovering payment for costs that should not have been authorized.

CERTIFICATION

As the duly authorized representative of the Subgrantee, I hereby certify that the Subgrantee will comply with the above-referenced conditions in accordance with the requirements of the FY2011 Emergency Management Performance Grant.

COUNTY OF GLOUCESTER _____
Subgrantee Agency

11 EMPG-AFNPA-04
Subgrant Number

Signature of Authorized Official

Freeholder Director _____
Title of Authorized Official

 Damminger _____
Name of Authorized Official

Date

B4

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND MAINTENANCE CONTRACT ON THE CASSIDIAN 9-1-1 TELEPHONE EQUIPMENT AND EXECUTION OF SERVICE AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$71,762.60, FROM JULY 10, 2013 TO JULY 9, 2014

WHEREAS, the County of Gloucester has a need to purchase a software support and maintenance contract on the Cassidian 9-1-1 telephone phone equipment; and

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

WHEREAS, it has been determined that the County can purchase the said contract from Carousel Industries of North America, Inc., 1160 Stilford Avenue, Plainfield, New Jersey 07060, in the amount of \$71,762.60 through State Contract No. A83925; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$71,762.60, pursuant to C.A.F. #13-05858, which amount shall be charged against budget line item 3-01-25-250-001-20370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Service Agreement with Carousel Industries of North America, Inc. and the County Purchasing Agent be authorized to purchase a software support and maintenance contract on the Cassidian 9-1-1 Telephone Equipment from Carousel Industries of North America, Inc., in the total amount of \$71,762.60, from July 10, 2013 to July 9, 2014, through State Contract No. A83925.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BU



QUOTE

Official State of NJ Price List - NJ 9-1-1 State Contract No. T-0109 Award # 83925

Quote # 96343-B Revision # Date 6/25/2013

Bill To:
COUNTY OF GLOUCESTER

Customer Ship To:
GLOUCESTER COUNTY COMMUNICATIONS
1200 NORTH DELSEA DR
CLAYTON, NJ 08312
Attn: Jim Cross

Quote Date
6/25/2013

9-1-1 Solutions Architect
Jonathan Verville

9-1-1 Account Executive
Don Pietruszki (908) 331-1326

**1 Year Annual Maintenance Coverage - Cassidian 9-1-1 System
State Contract T-0109 Award No. 83925 - CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.**

Part Number	Product Description	Qty	Extended
NA	ANNUAL MAINTENANCE PLAN		
	CASSIDIAN 9-1-1 SYSTEM		
	CUSTOM PLAN - SPLIT COVERAGE		
	24x7 AND 8x5 MON-FRI	1	\$ 34,752.92
	SITE A: 1200 NORTH DELSEA CLAYTON, NJ		
	SITE B: 212 COUNTY HOUSE RD CLARKSBORO, NJ		

TOTAL - SYSTEM PRICE \$ 34,752.92

Quote No: 96343-B

Date: 6/25/2013



SYSTEM TOTALS

TOTAL - SYSTEM PRICE \$ 34,752.92

Issue Purchase Order to: **CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.**
Please reference **State Contract No. T-0109 Award No. 83925** and **Quote No. 96343-B** on your PO

Send PO to: Don Pietruszki
Account Executive: E9-1-1 / NG9-1-1
Carousel Industries
1160 Stillford Av
Plainfield, NJ 07060
(908) 331-1326
(401) 583-4609 eFax
dpietruszki@carouselindustries.com



QUOTE

Official State of NJ Price List - NJ 9-1-1 State Contract No. T-0109 Award # 83925

Quote # 96343-A

Revision #

Date 6/25/2013

Bill To:
COUNTY OF GLOUCESTER

Customer Ship To:
GLOUCESTER COUNTY COMMUNICATIONS
1200 NORTH DELSEA DR
CLAYTON, NJ 08312
Attn: Jim Cross

Attn:

Quote Date
6/25/2013

9-1-1 Solutions Architect
Jonathan Verville

9-1-1 Account Executive
Don Pietruszki (908) 331-1326

1 Year Software Support - Cassidian 9-1-1 System

State Contract T-0109 Award No. 83925 - CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.

Part Number	Product Description	Qty	Cassidian List Price	State of NJ Price (6% off list)	Extended
SIDE A					
SYSTEM SOFTWARE SUPPORT					
809800-90805	SENTINEL-CM SPT 1YR	8	\$ 2,159.00	\$ 2,029.46	\$ 16,235.68
809800-90301	SPT THRU YR 1 MTU FW	1	\$ 270.00	\$ 253.80	\$ 253.80
809800-35110	R4 IRR SW SPT 1YR	8	\$ 268.00	\$ 251.92	\$ 2,015.36
SIDE B					
SYSTEM SOFTWARE SUPPORT					
809800-90805	SENTINEL-CM SPT 1YR	8	\$ 2,159.00	\$ 2,029.46	\$ 16,235.68
809800-90301	SPT THRU YR 1 MTU FW	1	\$ 270.00	\$ 253.80	\$ 253.80
809800-35110	R4 IRR SW SPT 1YR	8	\$ 268.00	\$ 251.92	\$ 2,015.36
TOTAL - SYSTEM PRICE					\$ 37,009.68

Quote No: 96343-A

Date: 6/25/2013



SYSTEM TOTALS

TOTAL - SYSTEM PRICE \$ 37,009.68

Issue Purchase Order to: **CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.**
Please reference **State Contract No. T-0109 Award No. 83925** and **Quote No. 96343-A** on your PO

Send PO to: Don Pietruszki
Account Executive: E9-1-1 / NG9-1-1
Carousel Industries
1160 Stillford Av
Plainfield, NJ 07060
(908) 331-1326
(401) 583-4609 eFax
dpietruszki@carouselindustries.com

B4

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

Certificate of Availability of Funds

TREASURER'S NO. _____ DATE 6/25/13

BUDGET NUMBER - CURRENT YR 3-01-25-050-001-20370 B _____ DEPARTMENT Emergency Response

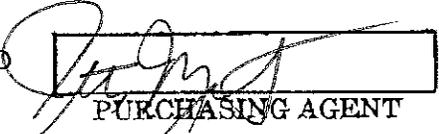
AMOUNT OF CERTIFICATION \$ 71,762.60 COUNTY COUNSEL Tom Campo

DESCRIPTION: Annual software support & maintenance on the Cassidian 9-11 equipment. STATE CONTRACT # A83925

VENDOR: CAROUSEL INDUSTRIES OF NORTH AMERICA, Inc.

ADDRESS: 1160 STILFORD AVE
PLAINFIELD, NJ 07060


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-5-13

C1

**RESOLUTION AUTHORIZING AGREEMENTS WITH ELIGIBLE COMMUNITY
WORK EXPERIENCE PROGRAM (CWEP) SITES PURSUANT TO THE WORK
FIRST NEW JERSEY PERSONAL RESPONSIBILITY AND WORK OPPORTUNITIES
RECONCILIATION ACT OF 1996 FROM JULY 1, 2013 TO JUNE 30, 2018**

WHEREAS, the County of Gloucester, a designated workforce investment area, pursuant to the Workforce Investment Act of 1998 along with guidelines created by the Work First New Jersey program has a need to provide Community Work Experience Program (CWEP) sites for Work First New Jersey participants; and

WHEREAS, the County of Gloucester is desirous of providing various training opportunities for individuals who are receiving Temporary Assistance to Needy Families (TANF) or General Assistance (GA); and

WHEREAS, the State of New Jersey Department of Labor and Workforce Development has charged the local Workforce Investment Board/One-Stop Career Center with overseeing the development and coordination of the Community Work Experience Programs and its subsequent sites; and

WHEREAS, the County is willing to provide individual Community Work Experience Program sites through agreements with local non-profit and faith based agencies; and

WHEREAS, no participants under this agreement shall be placed or utilized in a position at a particular workplace:

- a. that was previously filled by a regular employee if that position, or a substantially similar position at the workplace, has been made vacant through a demotion, substantial reduction of hours or a layoff of a regular employee in the previous 12 months; and
- b. that infringes upon a wage rate or an employment benefit or violates the contractual overtime provision of a regular employee at the workplace; and
- c. that violates an existing collective bargaining agreement or a statutory provision that applies to that workplace; and
- d. that supplant or duplicates a position in an existing, approved apprenticeship program; and
- e. through an employment agency or temporary help service firm as a community work experience worker; and
- f. if there is a contractual or statutory recall right to that position at that workplace or if there is an ongoing strike or lockout at that workplace; and

WHEREAS, participation by a recipient in a community work experience provided by a sponsor pursuant to this act shall not be considered employment for any purpose except that:

- a. it shall be regarded as employment for purposes of the "Law Against Discrimination" (PL 1945, C1 69 (C. 10:5-1 et seq) and the sponsor, not the program shall be deemed the employer for purposes of any action brought under; and
- b. it shall be regarded as employment for purposes of the "New Jersey Public Employees Occupational Safety and Health Act" (PL 1983, C516 (c.34-6 A- 25 et seq). if the sponsor is a public employer subject to that act; and
- c. it shall be regarded as employment for purposes of the "Conscientious Employee Protection Act," PL 1986, C105 (C34:19-et seq) and the "Worker and Community Right to Know Act (PL 193, C315 (C345a-1 et seq); and
- d. it shall be regarded as employment for purposes of Chapter 15 of Title 34 of the revised statutes, subject to the provisions of Section 12 of this Act; and
- e. the recipient shall be entitled to the same privilege as the similarly situated employee of the sponsor to family leave pursuant to the "Family Leave Act (PL 1989, C261 (C34:11B-1 et seq); and

WHEREAS, while at the worksite the Community Work Experience Program participants are under the purview of the state's worker compensation program, and further, the Provider agency must ensure that the County Workers' Compensation Liaison is notified and, in an emergency situation, that the participant receives the proper medical care.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholder of the County of Gloucester that the Freeholder Director or his designee and Clerk of the Board are hereby authorized to execute any and all documents necessary to effectuate agreements with acceptable Community Work Experience Program sites.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C1

**AGREEMENT BETWEEN
LOCAL NON-PROFIT AND/OR COMMUNITY BASED AGENCIES
AND
THE COUNTY OF GLOUCESTER**

THIS AGREEMENT is made effective the _____ day of _____, 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 _____, with offices at _____ New Jersey 08012 hereinafter referred to as "Agency".

WHEREAS, there exists a need to establish Community Work Experience Program sites for eligible Gloucester County WFNJ participants, thereby requiring individual Agreements to be entered into with local non-profit and/or community based agencies, who are eligible Community Work Experience Program (CWEP) providers to provide work experience to customers of the One-Stop Career Center, pursuant to the Work First New Jersey Personal Responsibility and Work Opportunities Reconciliation Act of 1996.

NOW THEREFORE, it is agreed as follows:

1. OBJECTIVES AND RESPONSIBILITIES

The County is seeking to establish Community Work Experience Program sites for eligible Gloucester County WFNJ participants, thereby requiring individual agreements to be entered into with local non-profit and/or community based agencies to provide work experience to customers of the One-Stop Career Center.

The County of Gloucester and _____, the local non-profit and/or community based agency, agree to collaborate to provide various training opportunities for individuals who are receiving Temporary Assistance to Needy Families (TANF) or General Assistance (GA).

The New Jersey Department of Labor and Workforce Development has charged the local Workforce Investment Board/One-Stop Career Centers with overseeing the development and coordination of the Community Work Experience Program and its subsequent sites.

Eligible participants will be placed at worksites in positions that comply with those elements outlined in this Agreement.

Participation by a recipient in a Community Work Experience provided by a sponsor pursuant to this act shall not be considered employment for any purpose, except for those conditions outlined in this Agreement.

Community Work Experience Program participants, while at the worksite, must be treated under the New Jersey State Worker Compensation Program. The Provider agency must ensure that the County Workers' Compensation Liaison is notified and, in an emergency, that the participant receives proper medical care.

2. AUTHORITIES

This Agreement is entered into by the County of Gloucester together with local non-profit and/or community based agencies and is consistent with the mission to provide work experience to customers of the One-Stop Career Center.

3. INSURANCE

Local non-profit and/or community based agency shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, Workers' Compensation insurance and professional malpractice insurance, if required, 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. Local non-profit and/or community based agency shall, simultaneously with the execution of this Agreement, deliver certifications of said insurance to County, naming County as an additional insured.

4. TERMS OF AGREEMENT

This Agreement will become effective upon signing by all parties and will remain in effect for five years. This Agreement may be amended and or extended by mutual agreement of all parties in writing.

No participants under this agreement shall be placed or utilized in a position at a particular workplace:

- a. that was previously filled by a regular employee if that position, or a substantially similar position at the workplace, has been made vacant through a demotion, substantial reduction of hours or a layoff of a regular employee in the previous 12 months, or has been eliminated by the employer at any time during the previous 12 months; and
- b. position that infringes upon a wage rate or an employment benefit or violates the contractual overtime provision of a regular employee at the workplace; and
- c. that violates an existing collective bargaining agreement or a statutory provision that applies to that workplace
- d. that supplants or duplicates a position in an existing, approved apprenticeship program; and
- e. be placed by or through an employment agency or temporary help service firm as a community work experience or alternative work experience worker; and
- f. if there is a contractual or statutory recall right to that position at that workplace or if there is an ongoing strike or lockout at that workplace; and

Participation by a recipient in a community work experience provided by a sponsor pursuant to this act shall not be considered employment for any purpose, except that:

- a. It shall be regarded as employment for the purposes of the "Law against Discrimination" (PL 1945, C1 69(C. 10:5-1 et seq) and the sponsor, not the program shall be deemed the employer for purposes of any action brought under
- b. It shall be regarded as employment for the purposes of the "New Jersey Public Employees Occupational Safety and Health Act"(PL 1983C.516 (c.34-6 A-25 et seq.) if the sponsor is a public employer subject to that act
- c. It shall be regarded as employment for the purposes of the "Conscientious Employee Protection Act," (PL 1986, C105 (C34:19-1 et seq), an the "Worker and Community Right to Know Act" (PL1983/C315 (C345a-1 et seq)
- d. It shall be regarded as employment for the purposes of chapter 15 of Title 34 of the revised statutes, subject to the provisions of section 12 of this act, and
- e. The recipient shall be entitled to the degree as the similarly situated employee of the sponsor to family leave pursuant to the "Family Leave Act" (PL1989.C261 (C34:11B-1 et seq).

This Agreement may not be assigned nor subcontracted by the local non-profit and/or community based agency, 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.

The County may terminate this Agreement in the event that there is a violation of any Laws of New Jersey and/or and Federal Requirements by the local non-profit and/or community based agency that has violated the terms of this Agreement.

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

5. CHANGES

This Agreement may be modified only in writing and agreed by the parties.

6. NOTICES

Notices required by this Agreement 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.

7. APPLICABLE LAW

The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

8. INDEPENDENT CONTRACTOR STATUS

The parties acknowledge that the Agency is an independent contractor and is not an agent of the County.

9. CONFLICT OF INTEREST

Party of the second part 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 Agreement. The Company further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

10. CONFIDENTIALITY

Agency agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement, during the term of this Agreement, except to authorize County personnel or upon prior approval of the County.

11. BINDING EFFECT

This Agreement shall be binding on the undersigned and their successors and assigns.

12. APPROVAL

Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the agency's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this Agreement. If there is a conflict between any of the attachments or the specifications and the Agreement, then this Agreement will control.

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 Agency has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR

ATTEST:

AGENCY NAME:

Name of Work Site: _____

Signature: _____

Print Name

Federal ID Number: _____

WORK FIRST NEW JERSEY PROGRAM
WORKER'S COMPENSATION INFORMATION

Introduction:

- NJ Department of Human Services provides a program to effectively manage Worker's Compensation claims filed by Work First NJ.
- This claims program was designed to help the County Workers Compensation Liaisons and the on-site supervisors in their role of handling a claim.
- The Department of Human Services has selected Horizon Casualty Services to administer the Workers Compensation claims of the participants.
- The County Liaison and the on-site supervisor play a key role in helping the State setting the claim in motion.

Emergency Situations:

- In the event of an emergency, the on-site supervisor must arrange for immediate transportation to a hospital emergency service. **(Call an ambulance)**
- Whenever possible, the claimant should be given the Horizon Compensation Guide/ID Card by the on-site supervisor. (It will help explain their benefits and provide him/her with Rx Card in case the hospital prescribes medication; I have enclosed a few in your folders. If you need more contact Michael Peniston)
- The hospital should be notified by telephone of the claimant's arrival.
(This is to advise that this is a work injury and should be processed under workers comp)
- The on-site supervisor will immediately notify the County Liaison and provide detailed information about the injury.
(Liaison, should also follow up with the employee after ER visit to get more detail on injury)
- The County Liaison will report the claim to **Noemi Gonzales, at Horizon Casualty Services (800) 985-7777 Ext. 7210.**
- Noemi will create the claim, provide the County Liaison with a claim number, and begin medical management of the claim.
- The County Liaison is responsible for ensuring that the claimant has received a Workers Compensation Guide/ID card and providing him or her of the claim number as soon as

possible. (Again very important to keep from having them experience delay in receiving their Rx) The Liaison must notify the Welfare Case Worker and the CWEP (Community Work Experience Program) liaison of the injury.

- If the injury occurs “after hours” or on the weekend and the participant requires immediate care, he/she should be referred to an emergency facility and reported to the County Liaison the next business morning.
- The assigned Horizon Casualty Services Case Manager will arrange all follow-up treatment. (All bills should be directed to Horizon for processing)

Non-Emergency Situations:

- The claimant must report the injury to the on-site supervisor.
- The on-site supervisor reports the injury to the Workers Compensation County Liaison, who completes the attached checklist. A copy of the checklist is kept by the County Liaison for their records and the original is mailed to **Michael Peniston, Program Support Specialist, Division of Family Development, P.O. Box 716, Trenton, NJ 08625-0716.**
- The County Liaison reports the claim to **Noemi Gonzales with Horizon Casualty Services at (800) 985-7777 Ext. 7210.**
(Noemi and the Liaison at that time will discuss the referral of the claimant to the network doctor)
- A Horizon Casualty Services Guide/ID card must be given to the claimant by the on-site supervisor. (Again so he/she doesn't experience out-of-pocket expenses for Rx)
- The County Liaison will provide the claimant with a claim number and referral to a participating network provider. (Liaison will explain the role of Horizon in the claim and their need to contact the case manager on a weekly basis regarding treatment)
- The Liaison must notify the Welfare Case Worker and the CWEP (Community Work Experience Program) liaison of the injury.
- If the injury occurs “after hours” or on the weekend and the participant requires immediate care, he/she should be referred to an emergency facility and reported to the County Liaison the next business morning.
- The assigned Horizon Casualty Services Case Manager will arrange all follow-up treatment. (All bills should be directed to Horizon for processing)

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)
WORK FIRST NEW JERSEY/FSETP
WORK SITE AGREEMENT**

The CWEP Provider Agency and the County of Gloucester agree to the establishment of the following worksite:

Position Description: _____

Provider Agency: _____

Address: _____

Federal ID Number: _____

Contact Person: _____

Telephone Number: () _____ Fax Number: () _____

Worksite Address: (If different from above) _____

Worksite supervisor: _____ Title: _____

Telephone Number: () _____ Fax Number: () _____

Maximum Number of CWEP participants to be assigned: _____

Per Week: _____ Per Month: _____

Work Schedule: _____ AM _____ PM Days per Week: _____

ca

RESOLUTION TO ENTER AN URBAN COUNTY COOPERATION AGREEMENT WITH ELIGIBLE MUNICIPALITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (hereafter, "CDBG Program") provides federal funds to be granted to certain urban counties for the use therein; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1991, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program (hereafter, "HOME Program"); and

WHEREAS, the above Acts establish certain criteria that needs to be satisfied, including contractual commitments from participating municipalities for an urban county to receive the aforesaid federal funding; and

WHEREAS, the term "urban county" means any county within a metropolitan area which:

- (1) is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government; and,
- (2) has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government (hereafter, "municipalities"):
 - (A) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded; or
 - (B) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and

WHEREAS, twenty-three (23) municipalities located in Gloucester County (hereafter the "County") have a 2010 Census population of less than 50,000 and opt to join with the County to form a combined population of more than 200,000 persons, thereby qualifying as an urban county, and be eligible for an entitlement of Community Development Block Grant ("CDBG") and HOME Investment Partnership funds: **CLAYTON, DEPTFORD, EAST GREENWICH, ELK, FRANKLIN, GLASSBORO, GREENWICH, HARRISON, LOGAN, MANTUA, MONROE, NATIONAL PARK, NEWFIELD, PAULSBORO, PITMAN, SOUTH HARRISON, SWEDESBORO, WENONAH, WEST DEPTFORD, WESTVILLE, WOODBURY, WOODBURY HEIGHTS & WOOLWICH**; and

WHEREAS, the cooperation agreement is automatically renewed for participation in successive three (3) year qualification periods, unless either the County or the included municipalities provides written notice pursuant to HUD's Urban County Qualification Notice that it elects not to participate in a new qualification period; and

WHEREAS, pursuant to the current HUD Notice CPD-13-04, the above referenced municipalities have opted to remain as part of the urban county process for the three year period beginning 2014 and terminating 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Cooperation Agreement between the County of Gloucester and the following eligible units of general local government: **CLAYTON, DEPTFORD, EAST GREENWICH, ELK, FRANKLIN, GLASSBORO, GREENWICH, HARRISON, LOGAN, MANTUA, MONROE, NATIONAL PARK, NEWFIELD, PAULSBORO, PITMAN, SOUTH HARRISON, SWEDESBORO, WENONAH, WEST DEPTFORD, WESTVILLE, WOODBURY, WOODBURY HEIGHTS, & WOOLWICH** for the requalification of Gloucester County as an urban county for the receipt of HUD CDBG entitlement and HOME Investment Partnership Program funds and other funds for the three year qualification period of 2014-2016 with automatic renewal provisions for successive three year qualification periods subject to HUD regulations.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders,
County of Gloucester and State of New Jersey held on Wednesday, July 10, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

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URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH ELIGIBLE UNITS OF LOCAL GOVERNMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (hereafter, "CDBG Program"), provides federal funds to certain urban counties for use therein; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1991, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program (hereafter, "HOME Program"); and

WHEREAS, the above Acts establish certain criteria which need to be satisfied for an urban county to receive the aforesaid federal funding; and,

WHEREAS, the term "urban county" means any county within a metropolitan area which:

(1) is authorized under state law to undertake essential community development and housing assistance activities in its incorporated areas which are not units of general local government; and

(2) has a combined population of 200,000 or more in such unincorporated areas and in its included units of local government (hereafter, "UGLG");

(A) in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded; or,

(B) with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; and

WHEREAS, twenty-three (23) UGLG's located in Gloucester County (hereafter the "County") have a 2010 Census population of less than 50,000: **CLAYTON, DEPTFORD, EAST GREENWICH, ELK, FRANKLIN, GLASSBORO, GREENWICH, HARRISON, LOGAN, MANTUA, MONROE, NATIONAL PARK, NEWFIELD, PAULSBORO, PITMAN, SOUTH HARRISON, SWEDSBORO, WENONAH, WEST DEPTFORD, WESTVILLE, WOODBURY, WOODBURY HEIGHTS, & WOOLWICH**; and

WHEREAS, these same twenty-three (23) UGLG's may join with the County to form a combined 2010 Census population of 200,000 or more persons, thereby qualifying as an urban county, and be eligible for an entitlement of Community Development Block Grant ("CDBG") and HOME Investment Partnership funds; and

WHEREAS, the County passed a resolution authorizing the execution of an Inter-Local Agreement amended to a Shared Services Agreement for the Community Development Block Grant and Home Investment Partnership Programs on July 15, 1998 which has been extended and amended continually since that time period by the County and the participating UGLG's; and

WHEREAS, the UGLG's and the County have previously entered into an Interlocal Services Agreement and amended to a Shared Service Agreement, for the three (3) consecutive fiscal years (2011-2013), which Agreement was subsequently extended by Resolution for three (3) additional, consecutive fiscal year periods, encompassing the periods from 1999-2001, 2001-2004, 2005-2007, 2008-2010, and 2011-2013 inclusive; and

WHEREAS, the cooperation between the County and the UGLG's is essential for the successful planning of the CDBG program under an urban county designation by US Department of Housing and Urban Development (HUD); and

WHEREAS, the UGLG's have opted to be included in the urban county program for federal fiscal years 2014-2016;

NOW THEREFORE, it is hereby agreed by the County and the participating UGLG's as follows:

A. COMMUNITY DEVELOPMENT PLANNING PROCESS

1. NATURE AND EXTENT OF SERVICES

The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG and HOME Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as community renewal, water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the above mentioned Acts.

Nothing contained in this Agreement shall deprive participating UGLGs or other units of local government of any powers of zoning, development control or other lawful authority presently possessed, nor shall participating UGLGs be deprived of any State or federal aid to which the UGLGs may be entitled, except as excluded herein or in the above mentioned Acts. The participating UGLGs agree not to apply for grants under the Small Cities or State CDBG Programs for the fiscal years during the period in which the UGLGs participate in the urban county's CDBG Program. Participating UGLGs may participate in the HOME Program through both the urban county and the State.

The County CDBG Program Committee (hereafter "Committee") shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a participating UGLG to receive the monies to carry out, or for some other combination of local or State agencies to carry out. Such implementation mechanism shall be established either by means of a separate contract entered into between the County, after approval from the Committee, and the UGLG or UGLGs in which the activity or function is to take place, pursuant to the provisions of the Shared Services Statute, or by inclusion of such information as required this Agreement, subject to the aforementioned approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant document becomes part of this Agreement and should be submitted to HUD with it.

2. STANDARDS OF PERFORMANCE

Every cooperation agreement shall contain standards of performance as required by the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1991, as amended. Annually, each recipient of funds shall prepare a report describing whether the desired objectives have been attained and submit it to the Committee. The Committee shall thereupon report its findings to all participating UGLGs, and shall submit such reports to the County's Board of Chosen Freeholders, as may be required for submission to the Federal government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503. This Agreement includes, by reference, all provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County, to carry out a community development program and the approved Consolidated Plan, and/or meet other requirements of the CDBG Program, HOME Program, and other applicable laws.

3. STANDARDS APPLICABLE TO REAL PROPERTY ACQUIRED OR IMPROVED IN WHOLE OR IN PART WITH CDBG/HOME FUNDS

- a. The UGLG must notify the County in a timely manner of any modifications or changes in the use of real property from that planned at the time of acquisition or improvement, including disposition.
- b. The UGLG shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under CDBG or HOME regulations.
- c. Program income generated from disposition or transfer of property prior to or subsequent to closeout, change of status, or termination of the cooperation agreement between the County and UGLG shall be paid to the County.

4. PROGRAM FUNDING AND ALLOCATION

The amount of federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Committee, subject to HUD modifications. Any federal funds received by letter of credit or otherwise shall be placed in the County Trust Fund established and maintained pursuant to the regulations promulgated by the Director of the New Jersey Department of Community Affairs' Division of Local Government Services. This fund shall be in a separate bank account, subject to the control of the County, which shall be the designated recipient for the funds provided by the aforementioned federal Acts. Upon authorization by the County, and in compliance with State law and promulgated regulations, the County may expend funds from this Trust Fund by payment to a particular UGLG pursuant to specific contract. Neither the Committee, the County, nor any participating UGLG, may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and federal laws and regulations.

By executing the CDBG cooperation agreement, the included UGLG understands that it may receive a formula allocation under the HOME Program only through the urban county. Even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.

5. DURATION OF AGREEMENT

This Agreement shall be effective for three (3) consecutive Fiscal Years (2014-2016) for which the County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the respective participating UGLGs. The population of participating UGLGs included in the urban county under this Agreement shall be included in the population of the urban county for (3) successive years, which will include the federal year 2014.

This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under the provision for automatic renewals) are expended and the funded activities completed, and that the County and participating UGLGs cannot terminate or withdraw from the cooperation agreement while it remains in effect.

The County or participating UGLG may exercise the option to terminate this Agreement at the end of the urban county qualification period. During the period qualification, no participating UGLG may withdraw from the urban county.

This agreement will automatically be renewed for participation for successive three-year qualification period unless either the County or the participating UGLG provides written notice 90 days prior to the start of the Federal Fiscal Year that it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate.

Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the urban county is scheduled, and failure to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

6. DESIGNATION AND DUTIES OF LIAISON OFFICER

The Administrative Liaison Officer (hereafter "Officer") selected pursuant to this Agreement is hereby designated as the Administrative Agent of the County's Board of Chosen Freeholders for the purposes of compliance with statutory and regulatory responsibilities. The Officer shall be accountable to the County's Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

B. QUALIFICATION AS URBAN COUNTY

In addition to such assurances and agreements as may have been made by previously executed ordinances, the County and participating UGLGs agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specific urban renewal and publicly assisted housing. The County and participating UGLGs agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1988, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Cranston-Gonzalez National Affordable Housing Act of 1991, and other applicable laws.

No urban county funding shall be provided for activities in or in support of participating UGLGs that do not affirmatively further fair housing within their respective jurisdictions or that impedes the County's action to comply with its fair housing certification.

The County and cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

It is understood by all parties to this Agreement that non-compliance by any participating UGLG included in an urban county may constitute non-compliance by the urban county, possibly resulting in funding sanctions or other remedial actions by HUD.

Pursuant to 24 CFR 570.501(b), UGLGs are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

This Agreement shall be effective only when a sufficient number of UGLGs have signed this Agreement so that at least a population of 200,000 is represented, and when all other federal eligibility criteria for designation as an "urban county" under the respective Acts have been satisfied.

This Agreement shall be void in the event that the number of sufficient participating UGLGs to meet the criteria does not sign this Agreement within the time period set forth by HUD, and the County's Freeholder Director shall notify all signatories to this Agreement in the event that the Agreement is declared void.

In order to comply with federal requirements, the County, through its Board of Chosen Freeholders, shall be the applicant for CDBG and HOME funds, and shall have final responsibility as applicant, for selecting activities, and filing annually Final Statements with HUD.

C. AGREEMENTS AS TO SPECIFIC ACTIVITIES

The specific activities to be included in this Section will be developed in cooperation with the parties to this Agreement and shall be adopted by resolution, where applicable, to amend this Section accordingly.

D. USE OF PROGRAM INCOME

1. A participating UGLG must inform the County of any program income generated by the expenditure of CDBG or HOME funds and received by the participating UGLG.
2. Any program income must be paid to the County, unless all parties agree in writing that the participating UGLG may retain such program income.
3. Any program income the UGLG is authorized to retain shall only be used for eligible activities in accordance with all CDBG and HOME requirements as applicable.
4. The County shall be responsible for monitoring and reporting to HUD on the use of any such program income, and therefore, appropriate record keeping and reporting by the participating UGLG may be required by the County as is needed for this purpose.
5. In the event of close-out or change in status of a participating UGLG, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

E. SEVERABILITY AND MODIFICATION CLAUSE

In the event that any portion of the Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder of the Agreement shall continue in effect.

In the event that any modification of work activity shall become necessary, the Committee may increase or decrease the cost of any project by not more than 10% subject to concurrence by HUD, the County, and the participating UGLGs involved.

F. MISCELLANEOUS

1. The governing body of the County and the governing body of cooperating UGLGs authorize this Agreement. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the County's Freeholder Director and the participating UGLG's Mayor or

Chief Executive Officer. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

2. This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions to the extent of a conflict of purpose.
3. No party this Agreement shall obstruct the implementation of the County's approved Consolidated Plan.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

COUNTY OF GLOUCESTER

(Signature)

By: ROBERT M. DAMMINGER, Freeholder Director
(Typed Name/Title)

Date: _____

ATTEST:

(Signature)

By: ROBERT N. DILELLA, Clerk of the Board
(Typed Name/Title)

Date: _____

BOROUGH OF CLAYTON

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF DEPTFORD

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF EAST GREENWICH

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF ELK

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF FRANKLIN

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF GLASSBORO

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF GREENWICH

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF HARISON

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF LOGAN

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF MANTUA

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF MONROE

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF NATIONAL PARK

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF NEWFIELD

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF PAULSBORO

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF PITMAN

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF SOUTH HARRISON

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF SWEDESBORO

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF WENONAH

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF WEST DEPTFORD

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF WESTVILLE

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

CITY OF WOODBURY

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

BOROUGH OF WOODBURY HEIGHTS

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

TOWNSHIP OF WOOLWICH

(Signature)

By: _____
(Typed Name of Mayor)

Date: _____

ATTEST:

(Signature)

By: _____
(Typed Name/Title)

Date: _____

RESOLUTION TO ENTER INTO AN URBAN COUNTY COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (hereafter, "CDBG Program") provides federal funds to be granted to certain urban counties for the use therein; and

WHEREAS, the County of Gloucester (hereafter "County") qualifies as an urban county and Washington Township (hereafter "Township") a municipality within the County of Gloucester qualifies as a metropolitan city under federal regulation; and

WHEREAS, federal regulations require that each metropolitan city and the Urban County submit an executed Cooperation Agreement together with a joint request that the metropolitan city be included as part of the Urban County; and

WHEREAS, the Cooperation Agreement is automatically renewed for participation in successive three (3) year qualification periods, unless either the County or the included municipalities provides written notice pursuant to HUD's Urban County Qualification Notice that it elects not to participate in a new qualification period; and

WHEREAS, the County passed a resolution authorizing the execution of an Inter-Local Agreement amended to a Shared Services Agreement for the Community Development Block Grant Program on August 11, 2004 which has been extended and amended continually since that time period by the County and the Township; and

WHEREAS, the Township and the County have previously entered into an Interlocal Services Agreement and amended to a Shared Service Agreement, for the three (3) consecutive fiscal years (2011-2013), which Agreement was subsequently extended by Resolution for three (3) additional, consecutive fiscal year periods, encompassing the periods from 2005-2007, 2008-2010, and 2011-2013 inclusive; and

WHEREAS, the Township has opted to retain its metropolitan city status and be included in the urban county program for federal fiscal years 2014-2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Cooperation Agreement between the County of Gloucester and the Township of Washington for the inclusion of the Township of Washington to the Urban County for the receipt of HUD CDBG entitlement for the three year qualification period of 2014-2016 with automatic renewal provisions for successive three year qualification periods subject to HUD regulations.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 10, 2013.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DiLELLA, CLERK

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**URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH
THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT ENTITLEMENT FUNDING**

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program (hereafter, "CDBG Program"), provides federal funds to certain urban counties for use therein; and,

WHEREAS, the above Act makes available entitlement grants to qualified urban counties and to cities whose 2010 Census population exceeds 50,000 persons; and,

WHEREAS, the County of Gloucester (hereafter, the "County") as defined by federal regulation and Washington Township (hereafter, "Township") a municipality within the County qualifies as a metropolitan city under federal regulation; and,

WHEREAS, the Township has sought approval from the US Department of Housing and Urban Development (hereafter "HUD") of its inclusion as a metropolitan city as part of the urban county for purposes of planning and implementing a joint community development and housing program and the County has joined in this request and agrees to administer entitlements allotted to the Township in accordance with federal regulations; and,

WHEREAS, federal regulations require that each metropolitan city and the urban county submit an executed cooperation agreement together with a joint request that the metropolitan city be included as part of the urban county; and,

WHEREAS, the County passed a resolution authorizing the execution of an Inter-Local Agreement amended to a Shared Services Agreement for the Community Development Block Grant Program on August 11, 2004 which has been extended and amended continually since that time period by the County and the Township; and,

WHEREAS, the Township and the County have previously entered into an Interlocal Services Agreement and amended to a Shared Service Agreement", for the three (3) consecutive fiscal years (2011-2013), which Agreement was subsequently extended by Resolution for three (3) additional, consecutive fiscal year periods, encompassing the periods from 2005-2007, 2008-2010, and 2011-2013 inclusive; and

WHEREAS, the cooperation between the County and the Township is essential for the successful planning of the CDBG program under an urban county designation by US Department of Housing and Urban Development (HUD); and,

WHEREAS, the Township has opted to retain its metropolitan city status and be included in the urban county program for federal fiscal years 2014-2016;

NOW THEREFORE, it is hereby agreed by the County and the Township as follows:

A. COMMUNITY DEVELOPMENT PLANNING PROCESS

1. NATURE AND EXTENT OF SERVICES

The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG and HOME Programs, and to take such actions in the benefits of these programs. Federal

funds received by the County shall be for such functions as community renewal, water and sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the above mentioned Acts.

Nothing contained in this Agreement shall deprive the Township or other units of local government of any powers of zoning, development control or other lawful authority presently possessed, nor shall the Township be deprived of any State or federal aid to which the Township may be entitled, except as excluded herein or in the above mentioned Acts. The Township agrees not to apply for grants under the Small Cities or State CDBG Programs for the fiscal years during the period in which the Township participates in the urban county's CDBG Program and only to participate in the HOME Program through the urban county.

The County CDBG Program Committee (hereafter "Committee") shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for the Township to receive the monies to carry out, or for some other combination of local or State agencies to carry out. Such implementation mechanism shall be established either by means of a separate contract entered into between the County, after approval from the Committee, and the Township in which the activity or function is to take place, pursuant to the provisions of the Shared Services Statute, or by inclusion of such information as required by this Agreement, subject to the aforementioned approvals. The Committee shall recognize the Township's status as a "metropolitan city" in administering its entitlement(s) in accordance with federal regulation.

2. STANDARDS OF PERFORMANCE

Every Shared Services Agreement established pursuant to this Agreement shall contain standards of performance as required by the Shared Services Statute, the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1991, as amended. Annually, each recipient of funds shall prepare a report describing whether the desired objectives have been attained and submit it to the Committee. The Committee shall thereupon report its findings to the Township and all participating units of local government (UGLG), and shall submit such reports to the County's Board of Chosen Freeholders, as may be required for submission to the Federal government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503. This Agreement includes, by reference, all provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County, to carry out a community development program and the approved Consolidated Plan, and/or meet other requirements of the CDBG Program, HOME Program, and other applicable laws.

3. STANDARDS APPLICABLE TO REAL PROPERTY ACQUIRED OR IMPROVED IN WHOLE OR IN PART WITH CDBG/HOME FUNDS

- a. The Township must notify the County in a timely manner of any modifications or changes in the use of real property from that planned at the time of acquisition or improvement, including disposition.
- b. The Township shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under CDBG or HOME regulations.

- c. Program income generated from disposition or transfer of property prior to or subsequent to closeout, change of status, or termination of the cooperation agreement between the County and the Township shall be paid to the County unless a different result is dictated by any federal regulations pertaining to the Township's status as a "metropolitan city".

4. PROGRAM FUNDING AND ALLOCATION

The amount of federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Committee, subject to HUD modifications. Any federal funds received by letter of credit or otherwise shall be placed in the County Trust Fund established and maintained pursuant to the regulations promulgated by the Director of the New Jersey Department of Community Affairs' Division of Local Government Services. This fund shall be in a separate bank account, subject to the control of the County, which shall be the designated recipient for the funds provided by the aforementioned federal Acts. Upon authorization by the County, and in compliance with State law and promulgated regulations, the County may expend funds from this Trust Fund by payment to the Township pursuant to specific contract. Neither the Committee, the County, nor the Township, may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and federal laws and regulations.

By executing the CDBG cooperation agreement, the Township understands that it may receive a formula allocation under the HOME Program only through the urban county. Even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.

5. DURATION OF AGREEMENT

This Agreement shall be effective for three (3) consecutive Fiscal Years (2014-2016) for which the County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the Township. The population of participating UGLGs included in the urban county under this Agreement shall be included in the population of the urban county for (3) successive years, which will include the federal year 2014, subject to any modifications required by federal regulation due to the Township's status as a metropolitan city in an urban county.

This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under the provision for automatic renewals) are expended and the funded activities completed, and that the County and the Township cannot terminate or withdraw from the cooperation agreement while it remains in effect.

The County or the Township may exercise the option to terminate this Agreement at the end of the urban county qualification period. During the period qualification, the Township may not withdraw from the urban county.

This agreement will automatically be renewed for participation for successive three-year qualification period unless the Township provides written notice to the County and to HUD 90 days prior to the start of the Federal Fiscal Year that it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the

next qualification period, the urban county will notify the Township in writing of its right not to participate.

Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the urban county is scheduled, and failure to submit such amendment to HUD as provided in the urban county qualification notice will void the automatic renewal of such qualification period.

6. DESIGNATION AND DUTIES OF LIAISON OFFICER

The Administrative Liaison Officer (hereafter "Officer") selected pursuant to this Agreement is hereby designated as the Administrative Agent of the County's Board of Chosen Freeholders for the purposes of compliance with statutory and regulatory responsibilities. The Officer shall be accountable to the County's Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

B. QUALIFICATION AS URBAN COUNTY

In addition to such assurances and agreements as may have been made by previously executed ordinances, the County and the Township agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specific urban renewal and publicly assisted housing. The County and the Township agree to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1988, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Cranston-Gonzalez National Affordable Housing Act of 1991, and other applicable laws.

No urban county funding shall be provided for activities in or in support of the Township that do not affirmatively further fair housing within its respective jurisdiction or that impedes the County's action to comply with its fair housing certification.

The County and the Township has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

It is understood by all parties to this Agreement that non-compliance by the Township included in an urban county may constitute non-compliance by the urban county, possibly resulting in funding sanctions or other remedial actions by HUD.

Pursuant to 24 CFR 570.501(b), the Township is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

This Agreement shall be effective only when a sufficient number of UGLGs have signed this Agreement so that at least a population of 200,000 is represented, and when all other federal eligibility criteria for designation as an "urban county" under the respective Acts have been satisfied.

This Agreement shall be void in the event that the number of sufficient participating UGLGs to meet the criteria does not sign this Agreement within the time period set forth by HUD, and the County's Freeholder Director shall notify all signatories to this Agreement in the event that the Agreement is declared void.

In order to comply with federal requirements, the County, through its Board of Chosen Freeholders, shall be the applicant for CDBG and HOME funds, and shall have final responsibility as applicant, for selecting activities, and filing annually Final Statements with HUD.

C. AGREEMENTS AS TO SPECIFIC ACTIVITIES

The specific activities to be included in this Section will be developed in cooperation with the parties to this Agreement and shall be adopted by resolution, where applicable, to amend this Section accordingly.

D. USE OF PROGRAM INCOME

1. The Township must inform the County of any program income generated by the expenditure of CDBG or HOME funds and received by the Township.
2. Any program income must be paid to the County, unless all parties agree in writing that the Township may retain such program income.
3. Any program income the Township is authorized to retain shall only be used for eligible activities in accordance with all CDBG and HOME requirements as applicable.
4. The County shall be responsible for monitoring and reporting to HUD on the use of any such program income, and therefore, appropriate record keeping and reporting by the Township may be required by the County as is needed for this purpose.
5. In the event of close-out or change in status of the Township, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

E. SEVERABILITY AND MODIFICATION CLAUSE

In the event that any portion of the Agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder of the Agreement shall continue in effect.

In the event that any modification of work activity shall become necessary, the Committee may increase or decrease the cost of any project by not more than 10% subject to concurrence by HUD, the County, and the Township.

F. MISCELLANEOUS

1. The governing body of the County and the governing body of the Township authorize this Agreement. This contract may be executed in substantially similarly worded counterparts, each of which shall be signed by the County's Freeholder Director and the Township's Mayor or Chief

Executive Officer. Each signatory agency agrees to cooperate with all other signatories and be bound as if all had signed the same Agreement.

2. This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions to the extent of a conflict of purpose.
3. No party this Agreement shall obstruct the implementation of the County's approved Consolidated Plan.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

COUNTY OF GLOUCESTER

TOWNSHIP OF WASHINGTON

(Signature)

(Signature)

By: ROBERT M. DAMMINGER, Freeholder Director
(Typed Name/Title)

By: _____
(Typed Name of Mayor)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

By: ROBERT N. DILLELLA, Clerk of the Board
(Typed Name/Title)

By: _____
(Typed Name/Title)

Date: _____

Date: _____

C4

RESOLUTION APPROVING THE 2013 ANNUAL ACTION PLAN ENCOMPASSING THE PY 2013 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT CDBG GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the County of Gloucester has prepared its Fourth Year Annual Action Plan for the County and for the County's HOME Consortium, for the period September 1, 2013 through August 31, 2014; and

WHEREAS, the purpose of the Annual Action Plan is to identify housing and community development needs, and to develop specific goals and objectives to address those needs within a specific program year period; and

WHEREAS, said Plans are a requirement of the U.S. Department of Housing and Urban Development that the County must satisfy in order for the County and the Consortium to continue to receive Federal Home Investment Partnership program (HOME) and housing and community development block grant (CDBG) funds; and

WHEREAS, the County of Gloucester has prepared an Annual Action Plan for the Program Year 2013 which includes the applications for funding of the Urban County Entitlement CDBG, HOME funds and Washington Township Entitlement CDBG Programs, said applications having been duly reviewed and considered, including supporting documentation that accounted for blight in the community, the needs of low and moderate income families, environmental factors, fiscal considerations, and the maintenance of local effort, in Community Development, HOME and Washington Township Entitlement activities.

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

1. The PY 2013 Annual Action Plan, which includes the applications for funding of the PY 2013 Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs, is hereby approved and the Freeholder Director is hereby authorized and directed to file a copy of said applications with the meeting minutes.

2. It is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs activities with Federal financial assistance.

3. The Freeholder Director of the County of Gloucester is authorized to execute and file applications for financial assistance for such amounts as the U.S. Department of Housing and Urban Development is willing to make available to carry out the Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs, and to act as an authorized representative of the County of Gloucester.

4. The Freeholder Director of the County of Gloucester is hereby authorized to provide such assurances and execute any and all certifications as required by the U.S. Department of Housing and Urban Development, and also any additional or revised data which may be requested during the review of said applications.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



SF 424

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SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 7-11-13		Applicant Identifier		Type of Submission	
Date Received by state		State Identifier:		Application	
Date Received by HUD 7-12-13		Federal Identifier: B-13-UC-34-0109		Pre-application	
		<input type="checkbox"/> Construction		<input type="checkbox"/> Construction	
		<input type="checkbox"/> Non Construction		<input type="checkbox"/> Non Construction	
Applicant Information					
Legal Name: County of Gloucester				NJ349015	
Street: County Complex, 115 Budd Boulevard				Organizational DUNS: 957362247	
City: West Deptford					
County: Gloucester		State: New Jersey		Department: Department of Housing & Community Development	
Zip Code: 08096		Country: USA		Division: Community Development	
Employer Identification Number (EIN):					
21-6000660				Program Year Start Date: 09/01/13	
Applicant Type:				Specify Other Type if necessary:	
B. County & Washington Twp CDBG					
Program Funding				U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding					
Community Development Block Grant Program - activities to improve housing and neighborhoods, and foster economic opportunities for low and moderate income persons. Specific activities are identified in the FY 2013 Annual Action Plan.				14.218 Entitlement Grant	
CDBG Project Titles: County of Gloucester CDBG and HOME Programs				Description of Areas Affected by CDBG Project(s): County of Gloucester, New Jersey	
CDBG Grant Amount \$1,094,145		Additional HUD Grant(s) Leveraged		Describe	
Washington Twp \$155,322					
Additional Federal Funds Leveraged				Additional State Funds Leveraged	
Locally Leveraged Funds				Grantee Funds Leveraged	
Anticipated Program Income \$45,000				Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)					
Home Investment Partnerships Program M-11-UC-34-0215				14.239 HOME	
HOME Project Titles: Gloucester County HOME Investment Partnership Program				Description of Areas Affected by HOME Project(s) County of Gloucester	
HOME Grant Amount \$455,741		Additional HUD Grant(s) Leveraged		Describe	
Additional Federal Funds Leveraged				Additional State Funds Leveraged	

Locally Leveraged Funds		Grantee Funds Leveraged	
		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS		14.241 HOPWA NOT APPLICABLE	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
HOPWA Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14.231 ESG NOT APPLICABLE	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
ESG Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts 1& 2	Project Districts 1& 2		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First Name: Christina	Middle Name:	Last Name: Moran
Division Head	Phone Number: 856-384-6867	Fax Number: 856-384-0207
E-mail: cmoran@co.gloucester.nj.us		
Signature of Authorized Representative		Date Signed
		July 10, 2013
Robert M. Damminger , Freeholder Director		

C:\Documents and Settings\single\My Documents\GLO Action Plan 2013\Forms & Certs\SF424.doc



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. 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;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 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 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. 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
 - b. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

July 10, 2013

Signature/Authorized Official

Date

Robert M. Damminger

Name

Freeholder Director

Title

County Complex, 115 Budd Boulevard

Address

West Deptford, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

CPMP Non-State Grantee Certifications

- This certification does not apply.
 This certification is applicable.

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013, 2____, 2____, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

CPMP Non-State Grantee Certifications

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

July 10, 2013

Signature/Authorized Official

Date

**Sign
Here**

Robert M. Damminger

Name

Freeholder Director

Title

County Complex, 115 Budd Boulevard

Address

West Deptford, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

CPMP Non-State Grantee Certifications

This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

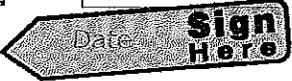
The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

July 10, 2013

Signature/Authorized Official



Robert M. Damming

Name

Freeholder Director

Title

County Complex, 115 Budd Boulevard

Address

West Deptford, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

CPMP Non-State Grantee Certifications

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This 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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. 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. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
County of Gloucester	County Complex, 115 Budd Boulevard	West Deptford	Gloucester	NJ	08096

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the

CPMP Non-State Grantee Certifications

Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

July 10, 2013

Signature/Authorized Official

Robert M. Damminger

Name

Freeholder Director

Title

County Complex, 115 Budd Boulevard

Address

West Deptford, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number



CERTIFICATION OF DISCHARGE POLICY

This is to certify that the County of Gloucester, through its County Continuum of Care, has established policies for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. A Summary of these Policies is attached to this Certification.

A copy of this Certification and a complete copy of the appropriate Policy documents are on file with the Gloucester County, Department of Economic Development, Division of Housing and Community Development.

Robert M. Damming, Freeholder Director

July 10, 2013
Date

GLOUCESTER COUNTY CONTINUUM OF CARE DISCHARGE POLICY SUMMARY

Foster Care Discharge:

Services, Division of Youth and Family Services, Division of Developmental Disabilities, and the New Jersey Department of Corrections in conjunction with the Department of Health and Senior Services Division of AIDS, prevent discharges from facilities without the immediate provision of shelter. The CEAS Committee has taken responsibility to engage and involve local institutions to ensure that a seamless discharge planning process exists within Gloucester County. The New Jersey State and Gloucester County discharge plans simultaneously guarantees that no persons are discharged from any publicly funded institutional setting into homelessness. Specifically, the case worker works with the youth to identify available Gloucester County resources and appropriate housing. Under current New Jersey child welfare reform legislation, several new programs have been implemented that allow for a more seamless transition from youth to adulthood. Many of these programs include permanent housing.

Health Care Discharge

All of the hospitals in Gloucester County have discharge protocols. The hospitals social work staff are aware of all services within the County of Gloucester for the homeless. Any patient about to be discharged has a discharge plan that includes where they are being discharged to. If a patient is homeless at admission, the hospital social work staff works with the Division of Social Services to identify appropriate housing upon discharge.

Mental Health Discharge

The State of New Jersey's psychiatric hospitals follow state regulations that prohibit the discharge of anyone to homelessness. All persons being discharged must have a place to live or they will remain pending placement in the hospital system until supportive housing is secured. The private mental health residential programs are either funded by the State of New Jersey and thus are included in the states discharge protocols or they voluntarily comply in order to ensure that they are not creating an increased homeless population.

Corrections Discharge

The Gloucester County correctional facilities have established protocols for discharge that are consistent with the statewide plan including an interview by the social work staff in which they ask those about to be discharged where the individual will be living upon release. For those with no address/home to return to, social work staff have an established procedure with the County Board of Social Services who then work together to identify and secure appropriate housing placement. In addition, the CEAS Committee works closely with a subcommittee of the Policy Academy Team which includes representation from the Departments of Community Affairs, Corrections and Human Services. This subcommittee is working with the Re-entry Policy Academy and its focus on ex-offenders re-entering communities.

05

RESOLUTION EXTENDING THE CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR THE YOUTH ONE-STOP PROGRAM UNTIL AUGUST 31, 2013 WITH NO ADDITIONAL FUNDING

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on June 20, 2012, authorizing the execution of a contract between the County of Gloucester and the Gloucester County Institute of Technology, for PY' 2012 funds to be utilized by Gloucester County Institute of Technology to provide services for at-risk youth through the Youth One-Stop; and

WHEREAS, the Contract was awarded to the Gloucester County Institute of Technology through RFP #012-035 consistent with the County's fair and open procurement process for the provision of said services for the period beginning July 1, 2012 and ending June 30, 2013 in the amount of \$323,000; and

WHEREAS, the County wishes to extend this Contract for an additional two (2) months from July 1, 2013 through August 31, 2013 with no additional monies; and

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 authorized to execute a Resolution extending the contract for two additional months to Gloucester County Institute of Technology for services to at-risk youth at the Youth One-Stop Career Center for the period July 1, 2013 through August 31, 2013 is hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 10, 2013, at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CU

**RESOLUTION TO CONTRACT WITH GLOUCESTER COUNTY
INSTITUTE OF TECHNOLOGY TO PROVIDE SERVICES FOR AT-RISK
YOUTH AT THE YOUTH ONE-STOP IN AN AMOUNT NOT TO EXCEED
\$340,000.00 FROM JULY 1, 2013 TO JUNE 30, 2014**

WHEREAS, the County of Gloucester ("County"), a designated workforce area, pursuant to the Workforce Investment Act of 1998, has the need to train at-risk youth students in various disciplines; and

WHEREAS, the County requested proposals, via RFP #013-038 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 Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, New Jersey, 08080 made the most advantageous proposal; and

WHEREAS, the Gloucester County Institute of Technology shall be responsible for supplying a total education package that will include open entry-open exit (non-traditional) educational, pre-vocational, and vocational services along with comprehensive support services; and

WHEREAS, compensation for the aforesaid services shall not exceed \$340,000.00, from July 1, 2013 to June 30, 2014, with the option of a two year renewal, pursuant to the proposal submitted by the Vendor; and based on availability of funding; 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 Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract with Gloucester County Institute of Technology for the provision to train at-risk youth students in various disciplines from July 1, 2013 to June 30, 2014, with the option of a two year renewal, based on availability of funding; 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 Wednesday, July 10, 2013 in the City of Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CU

**CONTRACT BETWEEN
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st 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 the **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, located at 1360 Tanyard Road, Sewell, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of services for "at risk" youth within the County of Gloucester, as more particularly set forth in RFP-013-038; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open competitive contracting as per State Statute 40A:11-4.1; 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.

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 commencing July 1, 2013 and concluding June 30, 2014, with the option of a two year renewal, contingent on the availability of funding and approval of the Gloucester County Budget.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$340,000.00, 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 will be billed at the rate cited in the proposal.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP-013-038, and Vendor's responsive proposal dated June 20, 2013, which are incorporated in its entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-038, 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 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 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 vendor'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. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

18. **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 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-013-038 issued by the County of Gloucester and Vendor's responsive proposal dated June 20, 2013. Should there occur a conflict between this form of contract and RFP-013-038, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-013-038, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the _____ day of _____, 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:

GLOUCESTER COUNTY INSTITUTE OF
TECHNOLOGY

MICHAEL DICKEN, SUPERINTENDENT

Youth Development System
Younger Youth/Older Youth Ages 14-21
(July 1, 2013 through June 30, 2014)

The Gloucester County Workforce Investment Board (WIB) Youth Council is responsible for creating a youth development system that reflects the needs and bridges the gaps of services for the in-school/out-school youth population ages 14 to 21. In addition, the Workforce Investment Act of 1998 (WIA) requires that the youth program include 9 program elements. These elements are:

1. Tutoring and study skills training,
2. Alternative secondary school services,
3. Paid and unpaid work experience,
4. Occupational skill training,
5. Leadership development,
6. Supportive services,
7. Adult mentoring,
8. Twelve months of follow-up services,
9. Comprehensive guidance and counseling

In order to achieve these objectives a **Youth One-Stop Career Center** will be continued at the Gloucester County Institute of Technology (GCIT). The Center will be operated by GCIT with oversight and planning responsibilities by the WIB Youth Investment Council. The components of the program include assessment, education, pre-vocational, vocational, and supportive services. Additionally, GCIT will be responsible for recruitment, recreational and follow-up activities as well as incentives and achievement awards.

Youth Development approach, which WIA stresses, focuses on the assets of the young person; communicates high expectations; provides opportunities for leadership and encourages a sense of personal identity. The principles of this approach include:

- Continuity of contact with caring adults committed to their labor market success;
- Centrality of work and connections to employers;
- A variety of options for improving educational and skill competencies;
- Hands on experiential training in community rebuilding and areas of labor market growth;
- On-going support through the first jobs, coupled with sustained efforts to improve skills;
- Incentives to improve and recognition of achievement;
- Opportunities for leadership development, self-governance, community service and decision-making
- Linking young people with the sources for external supports (housing, health care, food, and clothing).

{The Sar Levitan Center for Social Policy Studies – Johns Hopkins University, November 2002}

Recruitment:

The administration and staff present to the guidance, child study team, and administrative personnel throughout the county by networking, resource fairs, meetings, and presentations throughout the year. All fourteen county schools are contacted monthly for drop out lists. Each month, as the drop out lists are received, every student included on the lists receives a letter explaining the services provided by the Youth One Stop Career Center and an invitation to contact us for additional more personalized

information. We also provide One Stop students a "finder's fee" for referring eligible students to the program.

Our staff will also identify places within Gloucester County where young people "hang out" and offer information about the program. We will continue to distribute the updated the brochure and posters with pull off sheets within the county to public places. Additionally, we maintain a presence in appropriate media (GCC catalog, Gloucester County Educational Network, GCIT web site, Facebook, and county and educational websites.)

Selection and Assessment: (Application and Intake Process)

Every student who wishes to enroll in the One-Stop would be required to fill out an application. Applications will be located in the Gloucester County College Services Building and the 100 wing main office at GCIT for pick up by the public. Applications may also be mailed upon request. Once the completed application is received back, if the person meets all the WIA eligibility requirements, that person will be contacted by phone to schedule a Test of Adult Basic Education (TABE) examination. These tests would be administered every day in the One Stop classroom. Once the test is completed, it is graded and if the applicant receives a score at the grade appropriate level (generally 6th grade or above), they would receive a phone call to set up an appointment for orientation. Prior to the orientation, the GED Facilitator will develop an Individual Service Strategy (ISS) for the student. This will guide both the student and the teacher once they begin the classroom instruction. Should it become evident that a applicant requires special accommodations, he/she may be referred to the Division of Vocational Rehabilitation (DVR). If an applicant scores below an 4th grade level on the TABE Test, he/she will be referred to the Gloucester County College to utilize the WIA title II low literacy program.

During the orientation, the prospective student will review their application with the GED Facilitator, receive a Youth One Stop handbook, and review the most important rules and policies of the program. At the end of orientation, the student will receive a start date. After the orientation is completed, the student paperwork will be forwarded to the appropriate school official. Original copies of all student paperwork will be kept in the student's permanent file under lock and key in the GED Facilitator 's office.

Educational Services

Educational Services at the Gloucester County College Services Building will be categorized for the youth based on reading and math skill grade levels. Educational programs will be individualized, self-paced, and will operate on an open-entry (with assessment) and open exit basis with at least fifteen (15) hours of instruction per week. An additional two to six hours of pre-vocational / vocational instruction is offered during the school year. All participants will receive academic instruction as needed in math and language arts. Students who need additional support in basic skill development have access to computerized programs. Students will also have the opportunity to participate in gym at GCIT four days a week. The primary goal of the services is to prepare the student to take and pass the GED examination. Secondary goals of the Youth One Stop include tutoring and study skills to improve and enhance the overall literacy of the participant.

Pre-vocational (Career Development):

Pre-vocational classes will take place prior to the vocational classes. All students will participant in a formal pre-vocational class where they will receive instruction designed to prepare the student for future vocational and employment opportunities. Activities will emphasize the following

competencies: ability to make career decisions, the use of labor market information, preparing a resume, filling out applications, interviewing skills, importance of punctuality and regular attendance, demonstrating positive attitudes/behaviors, presenting appropriate appearance, exhibiting good interpersonal relationships, and completing tasks effectively. A life skills component may include, but not be limited to: personal finance, housing, driver education, health assessment and management, family planning and sexually transmitted disease, and substance abuse awareness.

Students may also participate in community service projects and unpaid work experiences in which they are linked to adult workplace mentors for the purpose of career awareness and resume building purposes. Post-secondary education provider and career exploration visits are also a component of the program.

Vocational Services:

GCVTDS vocational school teachers will be utilized after their regular school day is complete. Vocational instruction will take place at GCIT two days a week in two vocational areas from 3:00 pm to 5:00 pm. Students will be offered a choice of vocational training opportunities and skill certificates recognize student achievement.

The One-Stop Career Center Environment:

The One Stop students will study to prepare for the GED exam in the upstairs rooms of the College Services Building. Students have access to laptop computers with internet access in all the rooms. The rooms provide the ideal environment for students who are free to stay in the main classroom area or go to other rooms to test, work with each other, or be tutored by teachers in a smaller setting. The building provides meeting space for other activities can easily be found when necessary for special activities and events. All One Stop teachers are certified by the State of New Jersey, possess years of teaching experience, and have received training in providing the necessary structure and support for at-risk students.

Support Services:

Support services are available to students from recruitment to exit. All students are provided the support services needed to attain a GED and employment or post-secondary education or military enrollment. Educational services, counseling, and guidance from an experienced counselor are components of the program. School-Based Youth Services counselors are also available to provide counseling under certain circumstances.

Additional supportive services such as work clothes, public transportation vouchers, and paying for the GED exam fee, are also available. Incentives to motivate students and increase positive outcomes include the following: money, trips, and gift cards. Students are also permitted to utilize the GCIT bakery and retail store on a regular basis throughout the week. The recreational facilities of GCIT such as the gymnasium and fitness center are also available to students to increase their mental and physical wellbeing. Lunches are provided daily to all attending students. The Pre-vocational and vocational training prepares students to enter the workforce with the skills and competencies to be successful. Students also work with an employment specialist to identify and secure appropriate employment opportunities.

Exit Plan

Upon attainment of a GED, students meet with a member of the Youth One Stop Career Center to review career/education goals and objectives consistent with the student's Individual Service Strategy

(ISS). Also included in this conference are relevant local social service agencies and the parent/guardian. The exit plan includes, at a minimum, career/education advancement goals, life goals (college or vocational training or independent housing arrangements) along with an explanation and/or strategy on how these goals will be obtained.

Follow-up activities:

Graduates receive periodic mailings, Facebook messages, texts, and phone calls from the Youth One Stop. Incentives are provided for participation in the follow-up survey and activities. Students who have passed the GED, but are not employed, are encouraged to come back to the career center to work with the employment specialist and incentives are given to the students for each meeting attended. Enrolled graduates are also invited to all career and post-secondary education trips.

Employment

Placement into unsubsidized employment will be the primary goal for older youth, ages 18-21. Our employment specialist, in collaboration with Gloucester County Special Services School District Transition Team will work with students to identify potential employers and take the necessary steps to secure employment. Students will be encouraged to register for work with employment services, as well as, the One Stop in Thorofare. Students may also participate in unpaid structured learning experiences with adult worksite mentors for the purpose of career exploration and resume building.

Additional Anticipated Outcomes and Expectations:

1. Supply monthly individual progress reports on youth.
2. Test each student every week in the component that was below 8.9 at time of entry into program.
3. Immediately upon notification of student passing GED exam, inform the Youth Counselor at the Gloucester County One Stop. This should be done in writing with appropriate documentation.
4. Enrolled youth in ABE or NJ High School Diploma programs will advance two grade levels for every one hundred hours.
5. All youth must go through a life skills component.
6. All hires who serve youth must be "youth friendly" by reacting to youth in positive manner.
7. "Teen parents" will be expected to utilize community childcare resources (i.e. Even Start, EIRC.)
8. Entry and Exit plan(s) developed for each WIA youth participant.
9. The Youth One Stop will be operational on a year round basis. The Youth One Stop is an educational vendor with days of operation according to the GCSSSD student calendar during the regular school year. The educational vendor will provide Gloucester County One Stop in Thorofare with a current school calendar and the Gloucester County One Stop in Thorofare will make arrangements during extended periods of closures.
10. The Youth One Stop will be open a minimum of five (5) hours per day, 5 days a week during the regular school year with days of operation in accordance with the GCSSSD student calendar. The Youth One Stop will be open 25 hours a week Monday through Thursday during the summer months and operational in accordance with the GCSSSD staff calendar (closed July 4th) with the exception of the last week in August when it will be closed in preparation for the upcoming school year.

11. Rent and other shelter expenses (utilities & maintenance of building) will not be covered through this grant.

NOTE: The youth, upon completion of his/her Youth One Stop experience must have a GED and a job/or be pursuing higher education or enter the military. This is in compliance with federal law and will affect future funding.

The following is an extract from Board of Education Policy #5600- Pupil Discipline/Code of Conduct:

The Board of Education adopts this Pupil Discipline/Code of Conduct Policy to establish standards and procedures for positive pupil development and behavioral expectations on school grounds, including on a school bus or at school-sponsored functions, and as appropriate, for conduct away from school grounds.

Comprehensive behavioral supports that promote positive pupil development and the pupil's abilities to fulfill the behavioral expectations established by the Board will include: positive reinforcement for good conduct and academic success including the programs as outlined in Policy 5440; supportive interventions and referral services including those services outlined in Policy 2417; remediation of problem behaviors that take into account the nature of the behaviors, the developmental ages of the pupils and the pupil's histories of problem behaviors and performance; and for pupils with disabilities, the behavior interventions and supports shall be determined and provided pursuant to the requirements of N.J.A.C. 6A:14.

The Building Principal shall maintain a current list of community-based health and social service provider agencies available to support a pupil and the pupil's family, as appropriate, and a list of legal resources available to serve the community.

Pupil discipline and code of conduct in the district will be applied without regard to race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability or by any other distinguishing characteristic, pursuant to N.J.S.A. 10:5.

The entire Board of Ed Policy #5600-Pupil Discipline/Code of Conduct can be found at **Appendix #9**.

ARTICLE I – DEFINITIONS

- 1.1 **The Act/WIA:** The Workforce Investment Act, Public Law 105-220: 20 USC 9276(c) et seq., inclusive of all rules and regulations issued pursuant to the Act.
- 1.2 **Grantor/Department:** The County of Gloucester is authorized to act on behalf of the Workforce Area (WA) for activities under the Act.
- 1.3 **Workforce Investment Board (WIB):** As required under WIA and the Governor's Executive Order No. 36, local partnerships of private and public sector participants that will provide coordination of planning, policy guidelines and oversight for all workforce readiness programs in a designated area.
- 1.4 **Allowable Youth Activities:** The range of services that may be offered and provided to eligible participants as set forth in section 129 of the Act, or in accordance with State guidelines.
- 1.5 **Basic Skills Deficient:** With respect to an individual, means that the individual has English reading, writing or computing skills at or below the 8th grade level on a generally accepted standardized test, or a comparable score on a criterion-referenced test.
- 1.6 **Certification:** The process involved in determining the eligibility of youth for enrollment into program activities.
- 1.7 **Contract:** This written legal document between the County of Gloucester and the approved Contractor of WIA funds.
- 1.8 **Costs:** The financial measure of resources consumed in accomplishing stated objective, such as the provision of training. To be allowable, a cost must be necessary and reasonable for proper and efficient administration of a program, and except as noted in this Contract, costs may not be a general expense required to carry out the overall responsibilities of the Contractor.
- 1.9 **Disallowed Charges:** Disallowed charges are those charges to this Contract, which the County of Gloucester or its representatives determine to be unallowable in accordance with the conditions contained in the Contract.
- 1.10 **Enrollment:** Authorization by the Gloucester County Division of Workforce Development allowing an individual youth to commence activities in a WIA funded program. Such authorization is extended in writing after the County has determined that the youth is certified and eligible to receive said services. Enrollment shall be deemed to commence on the first day following determination of eligibility, on which the individual began receiving approved services.
- 1.11 **Grantor:** Refers to the County of Gloucester, as administrator, authorized to grant funds under the WIA.
- 1.12 **Local Education Agency:** An agency as defined in Section 195(10) of the Vocational Education Act of 1963.

- 1.13 **Offender:** A juvenile who is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- 1.14 **Out-of-School Youth:** An eligible youth who is a school drop out; or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- 1.15 **Participant:** An individual who has been certified as eligible for participation in employment or training related activities. A participant must have authorization from the Gloucester County Division of Workforce Development prior to his or her actual commencement in any activity. (See "Enrollment").
- 1.16 **Placement:** Defined as after receiving WIA services, a participant is placed into full or part-time unsubsidized employment at not less than the minimum wage.
- 1.17 **Program Income:** Income received by the Contractor directly generated by any activity supported in this Contract, including fees for services performed or conferences, income from the sale of commodities or items fabricated under this Contract, income from the use of rental or real estate or personal property acquired with Contract funds.
- 1.18 **Program exit:** The point in time wherein a participant does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited WIA for the purpose of performance measurements.
- 1.19 **Contractor:** The entity that receives and is responsible under the terms and conditions of this Contract, for all activities pertaining to those funds.
- 1.20 **Suspension:** The suspension of a contact is an action by the County of Gloucester, which temporarily suspends WIA assistance under the Contract.
- 1.21 **Termination:** The termination of a contract means the cancellation of WIA assistance, in whole or in part, under a Contract at any time prior to the date of completion.
- 1.22 **Training:** A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent supervision, which is designed to impart skills, knowledge, or abilities to prepare individuals for suitable employment.
- 1.23 **Training Allowance:** Remuneration made to participants for participation in approved classroom training activities.
- 1.24 **Unsubsidized Employment:** Full or part time employment not financed from funds provided under the Act, or other government based and funded projects.
- 1.25 **WA:** Workforce Area as required under the provision of the Act and approved by the Governor. The County of Gloucester is a designated WA and is the Grant Recipient and Administrator of WIA funds.

- 1.26 **Youth:** An individual that is not less than age 14 and not more than age 21; is a low income individual and meets one of the following criteria:
- Deficient in basic literacy skills
 - A school drop out
 - Homeless, a runaway or a foster child
 - An offender
 - An individual who required additional assistance to complete an educational program, or to secure and hold employment.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, hereinafter referred to as the Contractor, shall be responsible for the establishment of a youth one-stop career center at the Gloucester County Institute of Technology to serve “at risk” youth (a minimum of 50) in Gloucester County.
- 2.2 The duration of this agreement is from **July 1, 2013 through June 30, 2014**.
- 2.3 The Contractor shall assist in the recruitment and selection of Participants for this program. The County shall be responsible for certifying Participants under this agreement, unless otherwise agreed upon, and refer those Participants to the Contractor in accordance with all-applicable Federal, State and local laws.
- 2.4 No youth may commence any program activity without the express written consent of the County.
- 2.5 Youth applicants not meeting the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs that are made available in the local area, including referral for additional services available through the One-Stop System.
- 2.6 The Contractor shall be responsible in hiring “youth oriented” staff. Staff should include Math, Science, English, Computer teachers, and at least a part-time life-skills instructor.

ARTICLE 3 – CONSIDERATION OF PAYMENT

- 3.1 Any cost reimbursement provided under this Contract is contingent upon the County receiving its total WIA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and or rescissions that may be enacted into law.
- 3.2 This is a cost reimbursement contract for direct training and employment-related services, the total amount not to exceed **\$340,000.00** detailed in Attachment B, Approved Budget. The County will reimburse the Contractor for salaries and FICA of counselors, participants and others approved, training allowances for classroom training, transportation, supplies and/or any other expenditures approved on the detailed budget and affixed hereto as Attachment B.
- 3.3 Payment shall be made through use of a voucher system.

3.4.1 The Contractor shall submit a voucher to the county no later than the fifteenth (15th) business day of each month following the month in which costs have been incurred. All vouchers must be accompanied by supporting documentation to substantiate the reimbursement request, including the total number of youth enrolled, the total number of hours each youth actually worked and/or participated in classroom training activities utilizing time sheets or other documentation as supplied by the County, and time and attendance records to verify the total number of hours each teacher or counselor worked for the reporting period.

Additional documentation shall include:

1. Proper backup documentation to verify purchases (equipment, furniture)
 - a. Indicate what the purchase is, where it is being used and by whom
 - b. Indicate reason for the purchase
 - c. Indicate if purchase is new or a replacement item
2. Proper backup documentation to verify support services (clothes, food, leisure activities, achievement awards, and incentives).
 - a. Indicate which individuals were recipients of these supportive services.
 - b. Indicate where activities occurred and who participated.

3.5 The Contractor will assure that there is no pre-signing of any time sheets or any attendance records including those records maintained at approved work-sites.

3.6 Payment shall be made by the County the month following presentation and approval of voucher prepared by the Contractor, which shall reflect and certify the appropriate data identified in Article 3.3.

3.7 The Contractor recognizes that the County shall not be liable for any payment, which exceeds the amount, authorized for each category or item listed. The County will not be responsible for any payment, which violates the agreement restrictions.

3.8 All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of youth participation in program activities, or at program exit.

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

4.1 The Contractor will be bound to a Performance Accountability System which will include the core indicators for participants as stated below. **These standards are set by NJLWD and are subject to change for the upcoming program year (7/1/13 thru 6/30/14).**

PY 2013

Older Youth	Actual	* LWIA Plan	% LWIA Achieved
Placement in Employment/ Education		59%	
Attainment of Degree/Certificate		59%	
Literacy/Numeracy Gains		45%	

4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.

- 4.3 Additional performance indicators will consist of customer satisfaction of employers and participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measure by the WIB through surveys conducted after the conclusion of participation of youth in the approved activity (ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area requirements, subsequent to the execution of this agreement.
- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor, the Governor of the State of New Jersey or her designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive there under.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to youth participation. A form will be provided by the County for the purpose of the Contractor's submission of all reports, which will include date compiled as required under this Article.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit, or claim has not been finally resolved. The Contractor agrees to insure that Subrecipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.

- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of Federal OMB Circular A-133, “Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.” All such audits will be performed on an organization-wide basis. A copy of the Contractor’s most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.

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

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

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

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

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

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

NON-DISCRIMINATION ASSURANCE

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

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

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

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

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

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

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

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

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

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

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

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

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.

13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.

13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:

13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.

13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.

13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.

13.4.4 To provide adequate safeguards for cash and other assets.

13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

14.1 The County will furnish reproducible masters of all standard forms required by the County.

14.2 The County will manage all WIA agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.

14.3 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.

14.4 The County will provide technical assistance to the Contractor through the staff of the WIA.

ARTICLE 15 – HOLD HARMLESS

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

ARTICLE 16 – SUSPENSION & TERMINATION

- 16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 16.2.1, 16.2.2, below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

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

- 16.2 This contract grant may be terminated for cause or convenience.
- 16.2.1 **Termination for cause** – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.
- 16.2.2 **Termination for convenience** – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and

the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17-RIGHT IN DATA AND INTELLECTUAL PROPERTY

17.1.4 "Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

17.1.5 "Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 "Restricted rights," as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7 "Technical data," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

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

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

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

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

17.4 Release, Publication, and Use of Data:

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

17.5 Protection of Limited Rights Data and Restricted Computer Software

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

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

17.7 Patent Indemnity:

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

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

17.8 Patent Rights:

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

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

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

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

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

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

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

ARTICLE 18 – CLOSEOUT PROCEDURES

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

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

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

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

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

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

- 19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **July 1, 2013 through June 30, 2014**:
- 19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.
- 19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.
- 19.1.3 State of New Jersey, Department of Labor instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.
- 19.1.4 This contract or approved modification.
- 19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.
- 19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.
- 19.1.7 The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

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

ARTICLE 21 – SANCTIONS

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

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

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

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

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

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

ARTICLE 24 – PROGRAM INCOME

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

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

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

ASSURANCES AND CERTIFICATIONS

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

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

DISCRIMINATION COMPLAINT PROCEDURE

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

.....

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

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

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

1. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:

- a) The opportunity to question any witnesses or parties.
- b) The right to an impartial hearing officer.
- c) A verbatim or tape recording of the proceeding.
- d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

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

APPEAL PROCESS

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

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

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

Each request should be submitted to:

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

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

Applicant's Signature

Date

Financial Line Item Budget Summary

Budget Item	Other	Training	Training Related	Total
Personnel Cost				
Salaries & Wages				\$51,545.23
Fringe Benefits				\$5,051.20
Purchased Services (Includes Both Salaries and Benefits)				\$261,826.81
Non Personnel Cost				
General Cost				\$2,725.00
Equipment/Supplies				\$5,291.76
Marketing				\$800.00
Incentives for Students				\$9,960.00
GED Testing				\$1,800.00
Bus Passes				\$1,000.00
Other				
Total				\$340,000.00
In Kind Services				
Room Utilization, Furniture, Heat Light and Power, Custodian/Maintenance, Technology & Technical Support, Media Center, Administration Support Services, On-Campus Wellness Facility (Fitness Center) etc.				

Please describe each of the above line items, i.e.; types of incentives (lunches, field trips)

Include breakdown of personnel being paid through this grant.

Please identify the role and name of each staff member.

There are no administrative costs connected to these dollars.

Youth One Stop Career Center Proposal

7/1/2013-6/30/2014

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38		
Name	Position	Acct #	Description of terms																																				
Jean Alam	Math Instructor Sept-June	100-101	715 hr x \$34.50/hr																																				
Jean Alam/Robin Megara	Math/English Instructor - Summer	100-101	35 days x \$375-\$34.50/hour																																				
Vocational Instructors	Vocational Instructors	100-101	104 hours - \$34.50/hour																																				
Robin Megara	English Instructor	100-320	Purch Serv - 30% of \$33,678 Salary & Benefits for 10 mos																																				
Jean Killian	Business/Toch/PreVoc Instructor	100-320	Purch Serv - 15% of \$61,978 Salary & Benefits for 10 mos																																				
TBA	Science Instructor	100-320	Purch Serv - 15% of \$62,378 Salary & Benefits for 10 mos																																				
TBA	Physical Education	100-320	Purch Serv - 15% of \$64,698 Salary & Benefits for 10 mos																																				
Regular School Year	Instructional Supplies	100-600	Miscellaneous Instructional supplies-New GED																																				
Vocational Supplies	Instructional Supplies	100-600	Various Instructional Supplies																																				
W/A Students	Bus passes	100-890	Bus passes for W/A																																				
GED Testing	Admission -Positive Rec	100-890	Field Trip																																				
Miscellaneous	\$50/student registration	100-890	\$50/student registration																																				
Jennifer Novzen	Graduation supplies	100-890	Graduation supplies																																				
Wait Robinson	Administrative Asst/Sub Recruiter	200-100	20% of \$41,185 /yr Salary																																				
NH,SC,IL,SS-shared	Therapeutic Counselor	200-100	59 hour x \$34.50/hour																																				
Benefits	Employment Specialist/Bus Driver	200-200	125hrs x \$25/hour																																				
Sandra Uhr	GED Facilitator	200-320	FDCA/TPA/PPE/PS/HEALTH																																				
Laurie Haldean	Employment Specialist	200-320	va Serv 100% of FT Salary & Benefits of \$37,374.08 for 12mos.																																				
Kim Alexander	Assistant Principal/Program Direct	200-320	Purch Serv - 100% of \$93,835.08 Salary & Benefits for 10 mos.																																				
Scott Costello	Bus driver	200-320	Purchased Service 45% of \$107,407 Salary & Benefits for 9 mos.																																				
Brochure	Printing Cost for Brochure	200-500	Print Serv - 100% Salary & Benefits - \$23,679.23/yr for 10 mos																																				
Advertising	Advertising	200-500	Advertising																																				
Promotional Items	Promotional Items	200-500	Promotional items																																				
W/A Students	Student Incentive	200-890	Incentives for students																																				
Lunches	Lunches	200-890	Lunches - \$2 per month at \$3.00/lunch																																				
TOTAL																																							

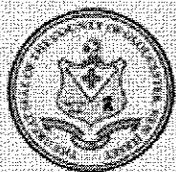
TOTAL \$ 340,000.00 \$ 340,000.00

04



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

To: The Board of Chosen Freeholders
From: Peter Mercanti, Director, Department of Purchasing
Date: July 3, 2013
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 013-038 for Youth Development System for Younger Youth/Older Youth



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.co.gloucester.nj.us

New Jersey Relay Service-711

The potential contract for the above mentioned service for the Gloucester County Department of Economic Development, Workforce Investment Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Peter Mercanti, Purchasing Director, Tom Bianco, Director, Workforce Investment Board, Daniel Angelucci, Supervising Employment Specialist, Division of Employment & Training and Karen Dickel, Program Analyst. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendors knew they would be judged. These included technical criteria, management criteria, and cost criteria, with sub-categories in each. The methodology included a point computation and was established so as to not unfairly or illegally discriminate against or exclude otherwise capable vendors.

On May 31, 2013 the specifications were advertised and on June 20, 2013 the request for proposals were opened. The County received one (1) proposal.

After the review, committee members scored the vendors, as based upon the specifications. These scores were then tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to **Gloucester County Institute of Technology** for this service.

SERVICE:

1. Gloucester County Institute of Technology: The consensus of the committee was that Gloucester County Institute of Technology had demonstrated relevant experience, understands the service needed, has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor had a good track record.

Score: 21 points

COORDINATION:

2. Gloucester County Institute of Technology: Consensus of the committee was that Gloucester County Institute of Technology has a working relationship with other county partners. They are award of services provided throughout the community and are able to connect customers to appropriate services.

Score: 20 points

CURRENT CLIENTS' SATISFACTION:

3. Gloucester County Institute of Technology: County personnel involved with this provider in past projects indicated that the majority of customers were satisfied with services received. Negative feedback was minimal however taken seriously and addressed and corrected.

Score: 15 points

GOALS, OBJECTIVES & METHODS:

4. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The vendor understood the services needed to accomplish the overall goals and expected required outcomes. The vendor demonstrated the activities to be delivered to the participants in order to achieve appropriate results.

Score: 17 points

BUDGET:

5. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The detailed budget appeared to delineate the proper allotment of funds in order to satisfy the requirements.

Score: 20 points

TOTAL: 93 points



C4
GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT

1360 TANYARD ROAD · SEWELL, NEW JERSEY 08080
856-468-1445 · FAX 856-468-3397

June 20, 2013

Mr. Peter Mercanti, Director
Purchasing Department
County Of Gloucester
Two South Broad Street—2nd Floor
Woodbury, NJ 08096

RE: Response to RFP-13-038
Youth Development System for Younger Youth/Older Youth Ages 14-21

Dear Mr. Mercanti:

We at Gloucester County Institute of Technology ("GCIT") reviewed the aforementioned Request for Proposals for a Youth Development Center, and propose to comply with all of the requirements therein.

GCIT has a long history of providing educational, support, and occupational training services to young people in the Gloucester County area. Our proposal includes opportunities for the students to receive both academic and vocational instruction, with the goal of the students earning either a diploma or their GED and having the training to enter the workforce. The school offers a low staff to student ratio which permits instructors to work closely with the students in order to meet their individual needs, and tutoring is always available. The GCIT program would have a rolling admission that would enable students to join the program at any time during the twelve month instructional year. Our staff has extensive experience in working with young people who are at risk and are dedicated to mentoring the students and developing their leadership skills.

GCIT recognizes the challenges young people face when returning to school and will provide extensive support to maximize their opportunities for success. Students will be provided with incentives, both monetary and recreational, to keep them motivated to continue with the program.

GCIT is committed to serving the young people of Gloucester County and would like to do so through the Youth One Stop program.

Yours truly,

A handwritten signature in black ink, appearing to read "Michael C. Dicken".

Michael C. Dicken
Superintendent

Attachments

**REQUEST FOR PROPOSAL FOR A
Youth Development System for Younger Youth / Older Youth
Ages 14-21**

Pursuant to Competitive Contracting as per State Statute 40A:11-4.1

RFP-13-038

COUNTY OF GLOUCESTER

SUBMISSION DEADLINE

**June 20, 2013
10:00 A.M.**

**OPTIONAL TECHNICAL WORKSHOP
FOR INTERESTED RESPONDERS**

**115 Budd Boulevard
West Deptford, NJ**

ADDRESS ALL PROPOSALS TO:

**PETE MERCANTI, DIRECTOR
PURCHASING DEPARTMENT
COUNTY OF GLOUCESTER
TWO SOUTH BROAD STREET—2ND FLOOR
WOODBURY, NJ 08096**

CRITERIA FOR EVALUATION OF PROPOSALS

In order to ensure that each proposal is carefully considered, the County Purchasing Department has a procedure for proposal review. Each proposal will be evaluated against the criteria detailed below.

Weight given to each criterion will be available to applicants, upon request, immediately preceding the proposal deadline. The weighting criteria will be based on a 100 point scale (90-100 = excellent, 80-89 = good, 70-79 = fair, 69 and below = poor). If necessity demands, awards may be divided among competing proposals with the highest score receiving 10% more than the second highest score, the second receiving 10% more than the third, and so on, as applicable. A difference in weighting scores of 15 points or more will be considered superior and submitted for approval.

21 **Criteria #1 (25 points): Service:** The extent to which the applicant provides information about their background and experience, understanding of the service to be provided, ability to serve Gloucester Department of Economic Development, Workforce Investment Board and capacity to accomplish the program, as demonstrated by relevant past or current activities in this area and the extent to which the applicant documents a record of reliability of timely delivery and on time and on-budget implementation. Does the service provider demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance?

20 **Criteria #2 (20 points): Coordination:** The extent to which the applicant seeks to connect their clients with other available services in the County to the extent the applicant has provided a clear description of the working relationships between the program and its partners. Letters of recommendation by partnering agencies may also serve to demonstrate applicant's efforts.

15 **Criteria #3 (15 points): Current Clients' Satisfaction:** The County will research current client satisfaction among individuals within the County that are current or former customers of the applicant. The County shall consider both positive and negative feedback. The County shall compile the information under criteria three (3).

18 **Criteria #4 (20 points): Goals, Objectives and Methods, Programs and Costs.** The thoroughness to which the applicant describes the overall goals and indicates the outcomes expected at the end of the project period, and the likelihood of accomplishing said goals and outcomes based on an analysis of the plan. The completeness to which the applicant describes the specific program objectives needed to accomplish each goal.

20 **Criteria #5 (20 points): Budget:** The fiscal soundness of the detailed budget and narrative justification submitted by the applicant consistent with the stated objectives and planned program activities.

100 TOTAL

Comments:

94

Signature and Date:

 6/21/13

CRITERIA FOR EVALUATION OF PROPOSALS

In order to ensure that each proposal is carefully considered, the County Purchasing Department has a procedure for proposal review. Each proposal will be evaluated against the criteria detailed below.

Weight given to each criterion will be available to applicants, upon request, immediately preceding the proposal deadline. The weighting criteria will be based on a 100 point scale (90-100 = excellent, 80-89 = good, 70-79 = fair, 69 and below = poor). If necessity demands, awards may be divided among competing proposals with the highest score receiving 10% more than the second highest score, the second receiving 10% more than the third, and so on, as applicable. A difference in weighting scores of 15 points or more will be considered superior and submitted for approval.

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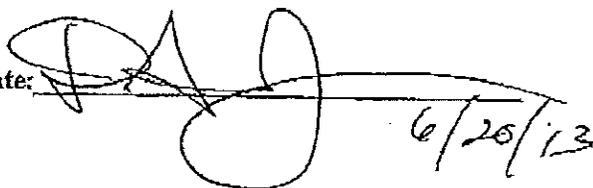
20 **Criteria #5 (20 points): Budget:** The fiscal soundness of the detailed budget and narrative justification submitted by the applicant consistent with the stated objectives and planned program activities.

100 TOTAL

90

Comments:

Signature and Date:

 6/20/13

Received Time Jun. 20. 2013 5:10PM No. 1071

CRITERIA FOR EVALUATION OF PROPOSALS

In order to ensure that each proposal is carefully considered, the County Purchasing Department has a procedure for proposal review. Each proposal will be evaluated against the criteria detailed below.

Weight given to each criterion will be available to applicants, upon request, immediately preceding the proposal deadline. The weighting criteria will be based on a 100 point scale (90-100 = excellent, 80-89 = good, 70-79 = fair, 69 and below = poor). If necessity demands, awards may be divided among competing proposals with the highest score receiving 10% more than the second highest score, the second receiving 10% more than the third, and so on, as applicable. A difference in weighting scores of 15 points or more will be considered superior and submitted for approval.

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15 **Criteria #3 (15 points): Current Clients' Satisfaction:** The County will research current client satisfaction among individuals within the County that are current or former customers of the applicant. The County shall consider both positive and negative feedback. The County shall compile the information under criteria three (3). *Wawa near here's complaint*

17 **Criteria #4 (20 points): Goals, Objectives and Methods, Programs and Costs.** The thoroughness to which the applicant describes the overall goals and indicates the outcomes expected at the end of the project period, and the likelihood of accomplishing said goals and outcomes based on an analysis of the plan. The completeness to which the applicant describes the specific program objectives needed to accomplish each goal.

20 **Criteria #5 (20 points): Budget:** The fiscal soundness of the detailed budget and narrative justification submitted by the applicant consistent with the stated objectives and planned program activities.

100 TOTAL

Comments:

94

Signature and Date: Karuef Dickel June 21, 2013

RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION TO CONTRACT WITH MAJESTIC OIL COMPANY FOR THE SUPPLY AND DELIVERY OF #2 HEATING OIL IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, a contract for the supply and delivery of #2 heating oil was previously awarded to Majestic Oil Company, with offices at 2104 Fairfax Ave. Cherry Hill, NJ 08003, as per PD 010-018; and

WHEREAS, the specifications of the contract provided for an extension, at the option of the County, for two additional one-year periods, with the County having exercised one extension to the contract by Resolution adopted on August 9, 2012, with one extension remaining; and

WHEREAS, Peter Scirrotto, Sr., Superintendent of the County Department of Buildings and Grounds, recommends the additional one-year extension due to the need for #2 heating oil in various buildings throughout Gloucester County; and

WHEREAS, all other provisions of the original contract entered into between the parties shall remain in full force and effect.

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$50,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County budget.

WHEREAS, all terms and provisions of the previously executed Contract with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester authorizes extension of the contract with Majestic Oil Company for a period of one (1) year for the supply and delivery of all labor and material for #2 heating oil for various buildings in Gloucester County for an amount not to exceed \$50,000.00; and, the County Purchasing Director is directed to so inform Majestic Oil Company; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular 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 Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHODLER DIRECTOR**

ATTEST:

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

08

RESOLUTION AUTHORIZING CONDEMNATION ACTION ACROSS A PART OF BLOCK 81, LOT 5, FOR THE AMOUNT OF \$2,000.00, AND PART OF BLOCK 193, LOT 6.07, FOR THE AMOUNT OF \$34,700.00, BOTH LOCATED IN THE TOWNSHIP OF WASHINGTON

WHEREAS, a portion of certain lands and premises commonly known as, and located at, 515 Egg Harbor Road, Sewell, NJ 08080, and being known as Block 81, Lot 5 on the Official Tax Map of the Township of Washington, owned by Henry E. Ferris, Jr., (hereinafter the "Ferris Property") are 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, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, a portion of certain lands and premises commonly known as, and located at, 453 Egg Harbor Road, Sewell, NJ 08080, and being known as Block 193, Lot 6.07 on the Official Tax Map of the Township of Washington, owned by Elaine H. Hammel, (hereinafter the "Hammel Property") are 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, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA (hereinafter the "Project"); 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 County has determined that a fair price for the Road Easement which is a portion of the Ferris Property known as Block 81, Lot 5 in the Township of Washington is \$2,000.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$2,000.00, pursuant to C.A.F. #13-05815, which amount shall be charged against budget line item C-04-09-013-165-13204; and

WHEREAS, the funds from C.A.F. #13-05815 will be deposited with the Clerk of Superior Court of the State of New Jersey upon the Order of the Court to Deposit in the Condemnation proceeding; and

WHEREAS, the County has determined that a fair price for the Road Easement which is a portion of the Hammel Property known as Block 193, Lot 6.07 in the Township of Washington is \$34,700.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$34,700.00, pursuant to C.A.F. #13-05816, which amount shall be charged against budget line item C-04-09-013-165-13204; and

WHEREAS, the funds from C.A.F. #13-05816 will be deposited with the Clerk of Superior Court of the State of New Jersey upon the Order of the Court to Deposit in the Condemnation proceeding.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to acquire and begin Condemnation proceedings in regard to certain lands by way of Road Easement, said land being known as Block 81, Lot 5 in the Township of Washington, owned by Henry E. Ferris, Jr., and more commonly described as 515 Egg Harbor Road, Sewell, NJ 08080, 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, in the total amount of TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00); and

THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to acquire and begin Condemnation proceedings in regard to certain lands by way of Road Easement, said land being known as Block 193, Lot 6.07 in the Township of Washington, owned by Elaine H. Hammel, and more commonly described as 453 Egg Harbor Road, Sewell, NJ 08080, 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, in the total amount of THIRTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$34,700.00).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C8

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

Certificate of Availability of Funds

TREASURER'S NO. 13-05816 DATE June 21, 2013

BUDGET NUMBER - CURRENT YR C-04-09-013-165-13204 B (34,700.00) DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$34,700.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Property Condemnation, Acquisition of Property (R.O.W. - RE-24), 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 Elaine H. Hammel, 453 Egg Harbor Road, Sewell, NJ 080800, Block 193, Lot 6.07.

VENDOR: Clerk of Superior Court

ADDRESS: CN971
Trust Fund Unit
Trenton, NJ 08625

 6-24-13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 10, 2013

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

C8

Certificate of Availability of Funds

TREASURER'S NO. 13-05815

DATE June 21, 2013

BUDGET NUMBER - CURRENT YR C-04-09-013-165-13204 B (\$2,000.00) DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$2,000.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION:

Property Condemnation, Acquisition of Property (R.O.W. - RE-28), 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 Henry E. Ferris, Jr., 515 Egg Harbor Road, Sewell, NJ 080800, Block 81, Lot 5.

VENDOR: Clerk of Superior Court

ADDRESS: CN971
Trust Fund Unit

Trenton, NJ 08625

 6-24-13
DEPARTMENT HEAD APPROVAL

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

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 10, 2013

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE WITH THOMAS J. WATKINS FOR THE REAL PROPERTY KNOWN AS BLOCK 193, LOT 6.06, IN THE TOWNSHIP OF WASHINGTON FOR THE TOTAL AMOUNT OF \$350,500.00

WHEREAS, the acquisition by the County of Gloucester (hereinafter the "County") of certain lands and premises located at 447 Egg Harbor Road, Sewell, NJ 08080, being known as Block 193, Lot 6.06, in the Township of Washington (hereinafter the "Property"), owned by Thomas J. Watkins (hereinafter "Watkins") is required for a County road improvement project in the Township of Washington 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 (hereinafter the "Project"); and

WHEREAS, the County Engineer has determined that the Property is necessary for the Project; and

WHEREAS, the County has determined that a fair price to be paid for the Property, based upon an appraisal and other market factors is \$350,500.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Property in the amount of \$350,500.00, pursuant to C.A.F. #13-05929, which amount shall be charged against County budget line items C-04-09-013-165-13204 (\$37,329.46) and C-04-11-013-165-13218 (\$313,170.54) for a total amount of \$350,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County that the purchase by the County of the Property owned by Watkins is hereby authorized and approved in connection with, and as needed for, the Project in the total amount of THREE HUNDRED FIFTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$350,500.00); and

BE IT FURTHER RESOLVED that the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the Contract for Sale of Real Estate for the Property attached hereto, and any and all other documents necessary to complete the transaction and closing; and

BE IT FURTHER RESOLVED that the County Administrator, Deputy County Administrator, County Counsel, and any Assistant County Counsel are authorized to sign all documents, and take all steps, necessary to complete closing of the afore-said acquisition.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMINGER, DIRECTOR

ATTEST:

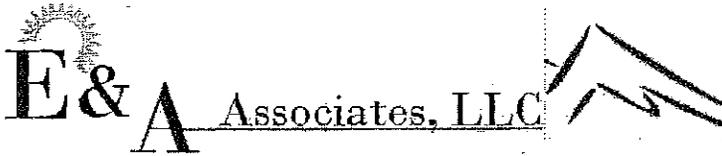
ROBERT N. DILELLA, CLERK

CR630 WATKINS

C9

Albert R. Crosby, CTA, NJ, Sec. R.E.A.

FILE COPY



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815

Fax: (856) 582-4711

albertcrosby@outlook.com

NJ State Certified General Real Estate Appraiser

June 12, 2013

Mr. Vincent M. Voltaggio, P.E. County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Re: Addendum to Appraisal of Real Property
Full Taking
Owner: Thomas J. Watkins
Block 193, Lot 6.06
447 Egg Harbor Road (County Route 630)
Washington Township, Gloucester County, NJ
E & A Associates File No. 211008

Dear Mr. Voltaggio:

I previously prepared an appraisal report for the above referenced property, which was dated January 16, 2012. The purpose of the report was to estimate the market value "As is" of the Fee Simple Interest in the subject real estate, as of January 11, 2012 for the intended user, Gloucester County. It was understood that the intended use of this appraisal report was for acquisition purposes and/or condemnation proceedings.

This letter has been prepared in response to negotiations efforts between Mr. Watkins's and the County's legal counsel. It was brought to the County's attention that Comparable Sale 5 (Under Contract) may have offered more wetlands that the County GIS mapping program indicates. At the time of the report, the property was under contract and the potential purchaser was seeking development approvals. In going through the approval process, it was required that a wetlands delineation be performed on the site. The findings of the wetlands delineation indicate that the sale was impacted by a larger amount of wetlands than was shown on the mapping program that the appraiser used. As such, it was requested that the appraiser revisit the sale and subsequent concluded market value as the new information may impact the concluded market value.

In the valuation of the subject property, I utilized five comparables; four closed sales and one sale, Sale 5, was under contract as of the date of valuation. Since Sale 5 was under contract, minimal weight was given to it in the final reconciliation, since it was not a closed sale, at the time of the report. If it indeed was a closed sale, it is likely that more weight would have been given to the sale in the final conclusion of value since it was located next to the

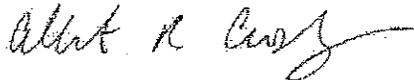
subject property offering similar location, zoning, and physical characteristics as the subject property.

In revisiting the appraisal and the concluded market value in an attempt to settle the negotiations, I have reviewed the new information and did indeed find that the wetlands are more significant than previously estimated and thus, impact the value, as an adjustment would be warranted to the sale reflecting the inferior physical characteristics. Additionally, demolition costs were higher than originally estimated and having the benefit of hindsight, if the appraisal was to be updated, the sale would likely be given more weight in the final reconciliation as it has closed and offers many comparable properties as the subject.

In conclusion, I can reasonably say that the market would support a higher value for the subject property based upon the updated information. In my estimation, the overall market value of the subject may increase the original market value of \$305,000 by approximately \$20,000 to \$30,000 which increases the market value to an estimated \$325,000 to \$335,000.

I am pleased to provide you with this letter in response to the correspondence from with the property owner's attorney. I am available to respond to any questions pertaining to this appraisal or this response letter and would be happy to meet with you regarding such.

Sincerely,



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

09

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

Certificate of Availability of Funds

TREASURER'S NO. 13-05929 DATE June 27, 2013
C-04-09-013-165-13204 (\$37,329.46)
C-04-11-013-165-13218 (\$313,170.54)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$350,500.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Property Purchase, Acquisition of Property (single family residence on 2.92 Acres of Land), in assoc. w/Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Rd, CR635 to Hurffville-Cross Keys Rd, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA Thomas J. Watkins, Block 193, Lot 6.06.

VENDOR: Thomas J. Watkins
ADDRESS: 447 Egg Harbor Road
Sewell, NJ 08080

V. M. Voltaggio 6-28-13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED *[Signature]*
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____ Meeting Date: July 10, 2013

C10

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF NEW SPO18 SURFACE LIFT FROM ROTARY LIFT THROUGH STATE CONTRACT #A80127 FOR THE TOTAL AMOUNT OF \$18,751.94

WHEREAS, the County of Gloucester Public Works Fleet Management Division is in need of a 18,000 lb capacity 2 post Surface Lift with overhead adjustment of 15'6" and 16' 6"; and

WHEREAS, there is a need to purchase and have installed the Surface Lift for the County, as part of daily maintenance and repairs for all County vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract #A80127, without the need for public bidding; and

WHEREAS, it has been determined that the County of Gloucester can purchase the 18,000lb capacity 2 post Surface Lift from Rotary Lift, 2700 Lanier Drive, Madison, IN 47250 and have installed through the local authorized dealer S.A.R. Automotive Equipment, 111 E. Gloucester Pike, Barrington, NJ 08007 for the total amount of \$18,751.94, through State Contract #A80127; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$18,751.94 for the purchase of and installation one (1) 18,000lb capacity 2 Post Surface Lift pursuant to C.A.F. # 13-05903 which amount shall be charged against budget line item 3-01-26-315-001-20469 \$11,010.94, 3-01-26-315-001-20610 \$6,000.00 and 3-01-26-315-001-20672 \$1,741.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase Surface Lift for the Public Works Fleet Management Division from Rotary Lift for the total amount of \$18,751.94, through State Contract #A80127; and

BE IT FURTHER RESOLVED, the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C10

Rotary Lift
NJ Contract Equipment Quotation
#A80127 T-Number G8023



Quote # : 2013157
 Date: 6/27/2013
 Requested By: Rich Morley
 Quote Expires: 9/18/2013
 Payment Terms: 1/2%-15th,NET 30
 Warranty: 1yr. Parts & Labor

Prepared By: Chris Bilz
 *If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).

Note: Quote for equipment and installation.

Project Name: Gloucester County

Model No.	Description	Unit Price Ea.	Qty.	Extended Price
SPO18BL	18,000lb Capacity 2 Post Surface Lift	\$ 14,971.94	1	\$ 14,971.94
	With Overhead Adjustments of 15' 6" and 16' 6"			
XXX01CTT	Installation to include delivery and install new SPO18 and to decommission fixed fore & aft inground lift, pump fluid from lift into waste oil tank, pull out pistons, fill casing with stone, top off with concrete and fill head rail recess with concrete	\$ 3,780.00	1	\$ 3,780.00
	*does not include electrical			
Freight	Pre Paid By Rotary Lift			
Total Price:				\$ 18,751.94

NJ Contract #:	A80127	Rotary Lift
T-Number	G8023	2700 Lanier Dr.
CAGE#:	7K311	Madison, IN 47250
Tax ID #	90-0501347	Chris Bilz, Government Sales Leader
DUNS #:	00-638-2634	800.445.5438 x5655
		800.578.5438

C10

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

Certificate of Availability of Funds

TREASURER'S NO. 13-05903 DATE June 27, 2013

BUDGET NUMBER - CURRENT YR 3-01-26-315-001-20469 / 610 / 672 B DEPARTMENT PW Fleet Mgmt

AMOUNT OF CERTIFICATION \$11,010.94/\$6,000.00/\$1,741.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: To purchase 18,000 capacity 2 post surface lift with overhead adjustments, installation is included in delivery NJ State Contract A80127

Total amount \$ 18,751.94

VENDOR: Rotary Lift

ADDRESS: 2700 Lanier Dr
Madison, IN 47250

Joseph M. Dalesandro
DEPARTMENT HEAD APPROVAL

APPROVED *[Signature]*
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 10, 2013

C11

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF PITMAN FOR THE RESURFACING OF A BASKETBALL COURT

WHEREAS, The Borough of Pitman (hereinafter "Municipality"), a Municipality within Gloucester County in the State of New Jersey, located at 110 South Broadway, Pitman, New Jersey has a need for the resurfacing of the basketball court between West and Lincoln Avenues; and

WHEREAS, the County of Gloucester (hereinafter the "County") through its Department of Public Works, Highway Division, has the capability of providing said material, labor equipment for the Municipality; and

WHEREAS, through the County's Department Public Works can provide material, labor and material for the basketball resurfacing project for the Municipality with the reimbursement of material, labor and equipment; and

WHEREAS, the payment to the County shall be made within sixty (60) days of completion of project; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County and the Municipality as local units, to enter into agreements for such activities.

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 and directed to execute the Shared Services Agreement attached hereto between the County of Gloucester and the Borough of Pitman, a Municipality within Gloucester County to provide the material, labor and equipment necessary for the resurfacing of the basketball court for an amount of \$18,080.00 with a possible increase due to asphalt price adjustment.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT
BETWEEN WITH THE BOROUGH OF PITMAN FOR THE RESURFACING OF A
BASKETBALL COURT**

THIS UNIFORM SHARED SERVICES SHARED AGREEMENT (“Shared Services Agreement”) by and between **the Borough of Pitman** a Gloucester County Municipality in the State of New Jersey, with an office located at, 110 South Broadway, Pitman, NJ 08071 (hereinafter “**Municipality**”), and 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 the “**County**”).

RECITALS

1. The County of Gloucester (“County”) is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Pitman (“Municipality”) is a Municipal corporation of the State of New Jersey with offices located at, 110 South Broadway, Pitman, NJ 08071;
3. The Municipality has a need for resurfacing of the basketball court located between West and Lincoln Avenues;
4. The County has the capability within the Department of Public Works Department of providing such material, labor and equipment for said purpose;
5. The Municipality has requested the County to provide them with said labor, material and equipment;
6. The County is willing to do so; and

NOW, THEREFORE, the County and the Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES

The County will provide the labor, material and equipment for the resurfacing of the basketball court with approximately 226 tons of asphalt from the Department of Public Works Highway Division. The County Highway Division will notify the Borough 48 hours or more of the start date.

B. PAYMENT FROM MUNICIPALITY TO COUNTY

The Municipality will make payments to the County for the cost of asphalt, approximately 226 tons at \$60.00 per ton \$13,560.00, labor and equipment at \$20.00 per ton \$4,520.00 with a total cost of \$18,080.00. The cost is subject to change based on any asphalt price adjustment which will not be known until time of purchase. Payment shall be made within 60 days from the time of completion of the project.

C. DURATION OF AGREEMENT

This Agreement shall be effective for the period of one year, from July 10, 2013 to July 9, 2014.

D. LIMITATION OF DELEGATION; INDEMNIFICATION

Neither County, nor Municipality, intends by this Shared Services Agreement to create any agency relationship other than that which is specifically required by the Shared Services Act for the limited purpose of the provision of the goods and/or services by the County, and the payment therefore by the Municipality, under and pursuant to this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the Municipality hereby specifically agrees to indemnify and hold the County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by Municipality and/or any of its agents or employees in connection with Municipality performance under this Shared Services Agreement.

The Municipality and County each represent to the other that each maintains General Liability, and all other necessary and appropriate insurances regarding and relating to the obligations and responsibilities each has agreed to undertake under and pursuant to this Shared Services Agreement. The Municipality and County agree that each shall upon request of the other provide a copy of such Certificates of Insurance for the relevant insurance policies that regard and relate to their performance under this Shared Services Agreement.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The County and Municipality each agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to each of their performance under this Agreement.

F. MISCELLANEOUS

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

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

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

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

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

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

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

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

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

G. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 10th day of July, 2013, which date shall be considered the commencement date of this Agreement.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF PITMAN

RUSSELL JOHNSON III, MAYOR

DI

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES PURSUANT TO THE PUBLIC HEALTH SANITATION AND SAFETY PROGRAM, TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, the New Jersey Department of Health has supplied the County with a list of tanning facilities to be inspected by the County as part of the Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project, as required by N.J.S.A. 26:2D-81 et seq. and N.J.A.C. 8:28-1.1 et seq; and

WHEREAS, the State provides funding for such inspections through a Grant Agreement; and

WHEREAS, the County of Gloucester desires to enter into a Grant Agreement to conduct such inspections through the County Department of Health, Senior and Disability Services; and

WHEREAS, pursuant to this agreement the County will receive reimbursement from the New Jersey Department of Health in an amount not to exceed \$200.00 for each registered tanning facility inspected with up to 10 sunlamp products, and \$10.00 for each additional sunlamp product at the facility; and

WHEREAS, the Grant period is from July 1, 2013 to June 30, 2014; and

WHEREAS, The County of Gloucester's Department of Health, Senior and Disability Services certifies that the said Grant has been reviewed and meets the standard requirements dated.

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 of Chosen Freeholders are hereby authorized to execute a grant agreement, and any other necessary documents, with the New Jersey Department of Health in order to receive fees for the inspection of tanning facilities pursuant to the Public Health Sanitation and Safety Program, Tanning Facility Registration and Inspection Project.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

DI

**SIGNATURE PAGE
ACKNOWLEDGING RECEIPT OF
GRANT AGREEMENT FOR SPECIAL HEALTH PROJECTS
BETWEEN THE
STATE OF NEW JERSEY
DEPARTMENT OF HEALTH**

**PUBLIC HEALTH SANITATION AND SAFETY PROGRAM
TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT
AND
PARTICIPATING LOCAL HEALTH DEPARTMENTS**

GRANT No.: (For NJDOH Use Only)

Date:

The New Jersey Department of Health, Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project will:

Reimburse the Local Health Department \$200.00 for each registered tanning facility inspected in their jurisdiction with up to 10 sunlamp products and \$10.00 for each additional sunlamp product at the facility. The Grant Period covered is from July 1, 2013 to June 30, 2014.

A payment voucher form (PHSS-5) is available at <http://nj.gov/health/eoh/phss> under the "Forms" heading.

Name of Local Health Department (Vendor)		Vendor ID No./Federal Tax ID No.
GLOUCESTER COUNTY DEPARTMENT OF HEALTH, SR &		21-6000660
Remittance Address of Local Health Department Disability Services		
P.O.Box 337 Woodbury NJ 08096		
Name of Contact Person for Local Health Department		
Karen Christina, Fiscal Officer		
Telephone Number of Contact Person	Email Address of Contact Person	
856-218-4136	kchristi@co.gloucester.nj.us	

RO

ROBERT M. DAMMINGER

(Print Name of Health Officer/Authorized Official)

(Signature of Health Officer/Authorized Official)

Sign and return to: New Jersey Department of Health
Public Health Safety and Sanitation Program
P.O. Box 369
Trenton, NJ 08625-0369

PHSS-4
FEB 13

D2

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,000.00

WHEREAS, the County of Gloucester awarded a contract on February 16, 2011, per RFP# 11-009 to Maryville, Inc. to provide 1) Adult General Population and MICA Residential Addiction Treatment; (2) Adult Inpatient Detoxification; (3) Adult Outpatient Treatment; (4) Adult Outpatient Assessments and Evaluations; and (5) Sober Living Housing to benefit Gloucester County Residents; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$177,000.00 annually; and

WHEREAS, on February 20, 2013 an amendment was authorized to increase the contract amount by \$24,200.00, resulting in a maximum contract amount of \$201,200.00, from January 1, 2013 to December 31, 2013; and

WHEREAS, an additional amendment is necessary due to unanticipated Sober Living/Oxford House Services; and

WHEREAS, the contract will be increased by \$1,000.00, resulting in a maximum contract amount of \$202,200.00, from January 1, 2013 to December 31, 2013; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

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

1. That the Director of the Board and Clerk of the Board are hereby authorized to execute an Amendment to the contract between the County of Gloucester and Maryville, Inc. to increase the maximum contract amount by \$1,000.00, making the maximum contract amount \$202,200.00, from January 1, 2013 to December 31, 2013, due to unanticipated Sober Living/Oxford House Services.

2. That all other terms and provisions of the original contract shall remain in full force and effect.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July10, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 16th day of February 2011 (Per RFP #11-009), by and between Maryville, Inc. and the County of Gloucester.

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

The Contract is amended for additional contract specified Substance Abuse Services for unanticipated Sober Living/Oxford House Services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$1,000.00, resulting in a maximum contract amount of \$202,200.00, from January 1, 2013 to December 31, 2013.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid.

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

THIS ADDENDUM is effective as of the 10th day of July, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MARYVILLE, INC.

By:
Title:

E1

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT WITH NJ TRANSIT TO CLOSE-OUT PREVIOUS TRANSPORTATION GRANT AGREEMENT UNDER THE FY'2011 CASINO GRANT WITH A REMAINING BALANCE OF \$7,580.08

WHEREAS, the County of Gloucester receives grant funds via NJ Transit's Casino Revenue; and

WHEREAS, NJ Transit formally closing out said grant funds with the County of Gloucester; and

WHEREAS, the budget amount of the grant was \$669,648.46, with expenses reimbursed at \$662,068.38, with a remaining unexpended balance of \$7,580.08; and

WHEREAS, Division of Transportation Services (DTS) staff under the Gloucester County Department of Human Services, as well as the Budget Office of the County of Gloucester, have reviewed the close-out figures and are in agreement with NJ Transit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester does hereby authorize close-out of the grant agreement with the NJ Transit, from January 1, 2011 to December 31, 2011 and hereby agrees of a remaining balance of \$7,580.08; and

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said Agreement and any and all documents necessary on behalf of the County of Gloucester to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 10, 2013 at Woodbury, NJ.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1

CASINO REVENUE
CLOSEOUT

15-Aug-12

GRANTEE: GLOUCESTER COUNTY

CONTRACT PERIOD: JANUARY 1, 2011 - DECEMBER 31, 2011

CONTRACT CLOSEOUT PERIOD: 1/1/2011 TO: 12/31/2011

FUNDING: \$669,648.46

Signature of Authorized Certifying Official: _____ Date: _____

Type Name: Robert M. Damminger

Phone No.: (856) 853-3395

BUDGETED EXPENDITURES REPORT

<u>PROJECT FINAL BUDGET</u>	<u>TOTAL EXPENSES REIMBURSED</u>	<u>BALANCE AVAILABLE</u>	<u>REPROGRAMMED BUDGET</u>
Local Administration			
<u>\$159,758.00</u>	<u>\$158,796.53</u>	<u>\$961.47</u>	
Operating			
<u>\$509,890.46</u>	<u>\$503,271.84</u>	<u>\$6,618.62</u>	
Capital			
<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Total			
<u>\$669,648.46</u>	<u>\$662,068.37</u>	<u>\$7,580.08</u>	

FOR NJ TRANSIT USE ONLY
Approvals:

Manager: _____

Director: _____

F1

**RESOLUTION APPROVING AND IMPLEMENTING
A SECTION OF THE POLICY AND PROCEDURES
MANUAL OF THE DEPARTMENT OF CORRECTIONS AND
TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6**

WHEREAS, there exists a need by the County of Gloucester to approve and implement the following policy: Section 5: Control and Supervision; Number 577: Inmate Family Transportation; and

WHEREAS, the above mentioned policy is needed for internal use by the Department of Corrections; and

WHEREAS, the attached policy has been recommended by the Director of the Department of Corrections and appears to be necessary and appropriate; and

WHEREAS, to completely implement the policy, it is necessary to amend the Gloucester County Administrative Code Section COR-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the implementation of Section 5: Control and Supervision; Number 577: Inmate Family Transportation and hereby directs the Gloucester County Administrative Code Section COR-6 be amended to reflect the adoption of the policy.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 10, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

 <p style="text-align: center;">GLOUCESTER COUNTY CORRECTIONAL SERVICES POLICIES AND PROCEDURES</p>	NUMBER:	PAGE: 1 of 1
	RELATED STANDARDS:	
	EFFECTIVE:	REVISED:
SECTION:	SUBJECT: Inmate Family Transportation	
APPROVED:		

Family Transport

Gloucester County will be providing free transportation for immediate family members who are on the inmates' visitor list relative to inmates housed in Salem, Cumberland, Burlington and Essex Counties' correctional facilities. Visitors requesting transportation will be scheduled through the Gloucester County Department of Corrections, and must meet all the requirements set forth herein in order to utilize this service. Visitor transportation will depart from the Gloucester County Department of Corrections at 70 Hunter Street, Woodbury, NJ, and will return to the same location only.

Immediate family will be considered spouses, domestic partners, parents, step-parents, grandparents, siblings, legal guardians, children, and the parent of the inmate's children. Clergy will also qualify for this service. Visitors requesting transportation must contact the Gloucester County Department of Corrections at 856-384-4641 to schedule their visit transportation a minimum of three (3) days in advance. Children under the age of 18 must be accompanied by a parent or legal guardian.

All adults seeking transportation will be subject to all policies and procedures of the facility they are visiting. Visitors will have to make themselves aware of and abide by all rules and regulations of the facility in which their family member is housed. These visits will be approved once a preliminary safety check of the visitor is completed.

Once approved a visit time will be provided according to the corresponding facility's visiting schedule. One (1) transport per week will be provided per visitor. The visitor will be provided a time to arrive at the Gloucester County Justice Complex where they will be checked in by a Gloucester County Corrections Officer, including being required to be screened for metal objects prior to boarding the bus. Adult visitors will need to provide an official photo I.D. and any visitors under the age of 18 must be accompanied by a parent or legal guardian. No weapons or contraband of any kind will be permitted. Visitors suspected to be under the influence of alcohol or drugs will be denied transportation. The County reserves the right to deny transportation if it is deemed necessary in order to ensure officer or fellow passenger safety.

Visitors must arrive on time. Visitors must cancel their appointment a minimum of 24 hours in advance. Any last minute cancelations or no shows may result in a thirty (30) day discontinuation of transportation services to the individual who does not comply.