

AGENDA

7:30 p.m. Wednesday, July 24, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the closed session meeting minutes from June 12, 2013 and regular meeting minutes from July 10, 2013.

P-1 Proclamation to Honor and Welcome home First Lieutenant Bret C. Foster from his deployment in Afghanistan on Saturday, July 6, 2013 (Chila) (Previously Presented)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND THE POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED BARBARA JO DIO v. GLOUCESTER COUNTY, CLAIM PETITION NOS. 2009-29489 AND 2011-2046. The general nature of the subjects to be discussed at the closed meeting of July 26, 2013, shall be the possible settlement of litigation captioned Barbara Jo Dio v. Gloucester County, Claim Petition Nos. 2009-29489; 2011-2046.

A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2013. The Treasurer of Gloucester County submits the bill list for July for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed July 25, 2013.

A-3 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:

- Work First New Jersey (\$1,914,476.00) - The purpose of this program is to provide workforce readiness training to residents who are currently receiving public assistance. The training may be literacy training, work readiness preparation or individual training accounts provided for vocational training. The County has the responsibility of Case Management which entails working directly with clients to provide assistance that is needed for the client to become employed. Assistance may be in the form of child care, transportation, clothing or any other necessity which will assist the client find and maintain employment.
- Workforce Investment Act (\$1,913,195.00) - The purpose of the Workforce Investment Act program is to provide activities that will increase the job retention and earning of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy. Funding for this program has been steadily increasing as the need for this valuable program continues to increase. These funds will be used to enroll economically disadvantaged adults, dislocated workers and youth into demand occupation training programs. This program will also provide services to "at-risk" youth by providing GED training, pre-vocational skills and on-site work experience.
- Local Core Capacity for Public Health Emergency Preparedness (\$328,716.00) - The purpose of this program is to further support emergency ready public health departments by upgrading, integrating and evaluating local public health jurisdictions preparedness for the response of terrorism, pandemic influenza and other public health emergencies. Funding for this program has declined as the State is regionalizing the epidemiologist position.
- County Mental Health Administrator (\$12,000.00) - These funds will be used to pay a portion of the salary for the County's Mental Health Administrator. The Mental Health Administrator provides direct service to clients and families on a 24 hour on-call basis including emergency outreach, advocacy and case management. There can be an estimated 1,200 cases within any calendar year. Funding for this program has remained at the current level since 2010.
- Section 5311 Rural Transportation Program (\$146,404.00) - These funds will be used to continue the County's effort to bring reliable transportation services to rural parts of Gloucester County. Transportation will be made available to transit dependent rural residents to non-emergency

medical appointments and to various shopping facilities. Funding will be used for administrative and operational expenses. Funding for this program has been reduced by \$13,341.00 since last program year.

- Senior Citizens & Disabled Resident Transportation Assistance Program (\$7,580.00) - These funds, modifying the 2013 Senior Citizens & Disabled Resident Transportation Assistance Program, will be used to help offset personnel costs associated with the program. These carry forward funds are from unused funds from the 2011 program. The total amount of the 2013 program will now increase to \$653,086.00.
- Area Plan Grant (\$15,565.00) - This is Gloucester County's annual mid-year amendment to the 2013 Area Plan Contract. This amendment will increase the current Area Plan Grant to \$1,477,249.00. These funds are being allocated based on the State Policy Memorandum #2013-14, I-12 and will allow the County to fully fund out contract obligations we have with outside service providers and with other County departments.
- Multi-Jurisdictional Gang, Gun and Narcotics Task Forces (\$74,468.00) - This grant will partially fund the salaries of five personnel of the Multi-Jurisdictional Gang, Gun and Narcotics Task Force. This Unit will work cooperatively with municipal police departments, neighboring County Prosecutor's offices and State and Federal agencies to combat gang and narcotic activities in Gloucester County.

A-4 RESOLUTION TO PURCHASE COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2013 TO AUGUST 2, 2014 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003. This Resolution authorizes the purchase of Computer Software and Licensing Fees from Dell Marketing L.P. with offices located at 850 Asbury Drive, Buffalo Grove, IL 60089 from August 3, 2013 to August 2, 2014 in an amount not to exceed \$200,000.00 through State Contract #A77003. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH IMPACT TECHNOLOGY SOLUTIONS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VIDEO ARRAIGNMENT SYSTEMS AND ENCLOSURES IN AN AMOUNT NOT TO EXCEED \$135,000.00. Resolution authorizes a Contract with Impact Technology Solutions, located at 507 S. Narberth Avenue, Merion, PA 19066 for the supply, delivery and installation of video arraignment systems and enclosures as per bid specifications PD 013-024.

A-6 RESOLUTION AUTHORIZING THE APPOINTMENT OF CERTAIN INDIVIDUALS TO SERVE AS MEMBERS OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD. It has been determined that there is a necessity for the appointment of certain members of the Gloucester County Workforce Investment Board as follows: Anthony Bellia – Business Sector, Nelson Carrasquillo – One Stop Partner, Samuel Hudman – Business Sector, Cynthia Merckx – Business Sector, Daniel Ruotolo – Business Sector, and Les Vail, Business Sector for a three year term ending December 31, 2015.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE PRE-APPLICATION FOR THE HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014. The Department of Economic Development, Division of Housing and Community Development is requesting the Gloucester County Board of Chosen Freeholders to authorize a resolution to execute any and all documents related to the pre-application for the FY 2013 Housing Preservation Grant for the amount of \$50,000.00 from October 1, 2013 to September 30, 2014. The US Department of Agriculture through the Rural Housing Service has announced in the Federal Register that it is soliciting competitive applications to be administered by the NJ State Rural Development Office. The funding will be utilized for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income. The Department is requesting \$50,000.00 of this grant. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards.

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY FOR THE CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY PROGRAM AND THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM. The Department of Economic Development, Division of Housing and Community Development is requesting the Gloucester County Board of Chosen Freeholders to authorize a resolution to execute any and all documents required by the US Department of Housing and Urban Development (HUD) for the closeout of the Community Development Block Grant – Recovery (CDBG-R) Program and the Homelessness Rapid Re-Housing Program (HRRP) for which all activities have been completed and 100% of the funds allocated have been expended within the grant period. HUD CPD Notices 12-004 and 12-013 require certain documents to be executed and submitted for closeout of the grant funds.

C-3 RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENTS FOR PUBLIC SERVICE PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014: GLOUCESTER COUNTY BOYS & GIRLS CLUB IN AN AMOUNT NOT TO EXCEED \$30,000.00; GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM IN AN AMOUNT NOT TO EXCEED \$40,000.00; FOOD BANK OF SOUTH JERSEY IN AN AMOUNT NOT TO EXCEED \$40,000.00; NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION IN AN AMOUNT NOT TO EXCEED \$10,000.00; CENTER FOR FAMILY SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000.00; AND ROBIN'S NEST, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00. Requesting the execution of a six (6) Subrecipient Agreements with:

- 1) The Boys & Girls Club of Gloucester County in an amount not to exceed \$30,000.00 to assist with "Expansion of Services" for a Woodbury City chapter which has expressed a need due to limited programs for youth 6-12 and almost no non school program for 13-17 year old and more than 50% of the population is below the poverty line as per school data;
- 2) Center for Family Services-Together Youth Shelter – Get Fit Program, in an amount not to exceed \$20,000.00, provides nutritional, educational, and recreational services to at risk and homeless youth between the ages of 9 and 18, (19 year olds are considered if appropriate and still in high school or an educational program) There is no fee for services;
- 3) Glassboro Board of Education "Genesis" program, in an amount not to exceed \$40,000.00, to enhance learning and learning readiness for socio-economically disadvantaged pre-school children. The program will offer an AM and PM Preschool program, 5 days a week. In addition, the instructional coaches will provide training to parents in methods to better support this learning for their children at home;
- 4) Newfield Terrace Community Action Organization, a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin, in an amount not to exceed \$10,000.00, to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes;
- 5) Robin's Nest, Inc., in an amount not to exceed \$20,000.00, for the implementation of its Parent-Child Interaction Therapy Program, to provide counseling services to 50 children from between the ages of 2 and 8 residing in low-moderate income households which will include 16 sessions for each child with a Masters level therapist that focuses on improving the quality of the parent child relationship in order to reduce symptoms of Oppositional Defiant Disorder, Attention Deficit Hyperactivity Disorder and Conduct Disorder. All activities will be performed through the Danellie Counseling Center of Robin's Nest; and
- 6) The Food Bank of South Jersey, a non-profit and Community based organization, in an amount not to exceed \$40,000.00, which will offer 3 nutrition programs, KidzCafe, KidzPak and Cooking Matters to low income children. All programs are age appropriate for children between 6 and 18 years of age. The target areas where these programs will take place are at the Paulsboro Boys and Girls Club, Glassboro Boys and Girls Club, Repauno Child Development Center, Gloucester County YMCA, and Clayton Place to serve approximately 680 children. The term for each of the above referenced agreements is September 1, 2013 through August 31, 2014. Each of the above is a grant funded program.

C-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF WOODBURY FOR PAVING ALONG WOODBURY GLASSBORO ROAD BY THE COUNTY. This Resolution authorizes a Shared Services Agreement with the City of Woodbury for the County to supervise and schedule milling and paving as per PD 012-005 and PD 013-006 through its Highway Yearly Paving Program to repave Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass which will be necessary upon completion of the City of Woodbury installing a new water main which runs under the County owned road. The City of Woodbury will contribute \$134,540.00.

C-5 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH SOUTH STATE, INC., IN THE AMOUNT OF \$94,982.76. This Resolution will approve and authorize Contract Change Order #02-Increase with South State, Inc., (202 Reeves Road, Bridgeton, NJ 08302) in the amount of \$94,982.76 is for various increases and decreases in contract quantities including supplemental items for flowable fill, the relocation of an existing forcemain and PVC-coated chain link fence. Engineering Project #08-04SA consists of the widening of Woodbury-Glassboro Road (CR553), and the reconstruction of the intersections of Woodbury-Glassboro Road with Lambs Road (CR 635) and Tylers Mill Road in the Borough of Pitman and Township of Mantua. The intersections will be reconstructed to provide additional approach and turning lanes. The proposed construction will include roadway reconstruction and widening, mill and overlay for each of the affected roadways, and replacement of the existing traffic signals at the intersections. This project is 100% State Aid Funded.

C-6 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #02 TO FEDERAL AID AGREEMENT #09-DT-BLA-509 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$73,208.09. This Resolution will authorize the execution of an Agreement Modification #02 to Federal Aid Agreement #09-DT-BLA-509 with the New Jersey Department of Transportation (NJDOT) to increase funding in the amount of \$73,208.09 in regard to the Project "Countywide Traffic Signal Pedestrian Retrofit, Gloucester County" (hereinafter 'Project') Federal Project No. FS-B00S (826), ARRA Federal Stimulus Project, Engineering Project #09-03FA. This Agreement Modification reflects an increase in the amount to be reimbursed to the County by the NJDOT for additional construction costs incurred by the County. All construction items are fully funded under this agreement.

D-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE PROVISION OF THE ADULT PROTECTIVE SERVICES PROGRAM #065, WHICH INCREASES THE CONTRACT AMOUNT BY \$12,465.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$144,710.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013. Resolution authorizing an amendment to the contract with the Gloucester County Division of Social Services for the provision of the Adult Protective Services Program #065, which increases the contract amount by \$12,465.00, making the total contract in an amount not to exceed \$144,710.00 from January 1, 2013 to December 31, 2013. The purpose of this amendment is due to additional funding resulting from a mid-year amendment by the New Jersey Department of Human Services, Division of Aging Services under Title III of Older American Act funding amendments within the area plan contract resulting in a new contract amount of \$144,710.00.

D-2 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR RENEWAL OF FUNDING TO OFFSET A PORTION OF SALARY DOLLARS FOR THE SERVICES OF THE GLOUCESTER COUNTY MENTAL HEALTH ADMINISTRATOR, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$12,000.00. The Division of Mental Health and Addiction Services in the State of New Jersey continues to have funding available for reimbursement of the County's Mental Health Administrator salary at a rate of 75% of Administrator's salary up to a maximum of \$12,000.00. Start reimbursement for the Mental Health Administrator's salary is paid on a quarterly basis contingent on the County meeting the requirements of New Jersey's Mental Health Services Regulations. This resolution is authorizing application for renewal of funding for reimbursement of the Mental Health Administrator's salary in the amount of \$12,000.00, from July 1, 2013 to June 30, 2014.

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING APPLICATION TO NJ TRANSIT TO RECEIVE JOB ACCESS AND REVERSE COMMUTE (JARC) FUNDS FOR FFY2011 ROUND 13 GRANT, IN THE TOTAL AMOUNT OF \$125,000.00 WITH AN IN-KIND MATCH OF \$125,000.00, FROM JULY 1, 2013 TO JUNE 30, 2015.

Gloucester County is applying for Round 13 JARC grant funds for a 24 month period, from July 1, 2013 to June 30, 2015, in the total amount of \$125,000.00 with an in-kind match of \$125,000.00. These funds will be used to support employment related transportation such as the on-going shuttle bus transportation to Pureland Industrial Park, literacy transportation and transportation to employment opportunities for people with disabilities.

E-2 RESOLUTION AUTHORIZING A TWO (2) MONTH EXTENSION, FROM AUGUST 1, 2013 TO SEPTEMBER 30, 2013, TO CONTRACTS WITH ROWLAND TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED \$17,000.00. Resolution authorizing the County to extend contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC, for Paratransit services for non-emergency transportation needs for a two month term from August 1, 2013 to September 30, 2013, in an amount not to exceed \$17,000 for each extension. Due to new requirements by NJ TRANSIT & the Disadvantage Business Enterprise Division, the internal review of the bid specifications are not finalized and will not allow us to meet the August 1st start date. A two month extension is necessary to continue services to the residents of Gloucester County without interruption, until the Federal Standards are received and the bid specifications can be finalized.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MULTI-JURISDICTIONAL GANG, GUN AND NARCOTICS TASK FORCES, JAG 1-8TF-12, IN THE AMOUNT OF \$74,468.00, FROM JULY 1, 2013 TO JUNE 30, 2014. This grant will continue to partially fund one

(1) assistant prosecutor, two (2) detectives, and two (2) support staff in the Prosecutor's office gang, gun, and narcotics task force, formerly known as the narcotics task force. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, State law enforcement agencies, and federal agencies to enhance our collective abilities to combat the growing gang problems in Gloucester County. Gloucester County continues to see an increase in street gang activity which includes narcotic distribution offenses, robberies and home invasions. This grant will enable assigned personnel to take a multi-faceted approach not only to combat the problem but to preemptively disrupt potential gang-related activities and initiatives. Included in this approach will be a proactive enforcement methodology and also a comprehensive intelligence gathering, cataloging, and dissemination operation focused on gang activities.

F-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2013 STATE BODY ARMOR REPLACEMENT GRANT PROGRAM FROM SEPTEMBER 30, 2013 TO MARCH 19, 2016 IN AN AMOUNT TO BE DETERMINED BY THE AWARD. The County's Sheriff wishes to apply for and obtain funding in an amount to be determined through the State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, Program Development & Grants Section for The 2013 State Body Armor Replacement Grant which would allow us to purchase body armor (vests) for the employees of the Gloucester County Sheriff's Office from

September 30, 2013 to March 19, 2016. The amount of Award to be determined and amount of vests to be purchased is to be determined by amount of grant award.

F-3 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE SPECIAL ELECTION FOR U.S. SENATE FROM JULY 24, 2013 TO DECEMBER 31, 2013, IN AMOUNT NOT TO EXCEED \$238,200.00. Paulsboro Printers, LLC provides election ballot printing services for the Special Election for U.S. Senate scheduled for this year – not to exceed \$238,200.00. In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots
- Provisional ballots
- Emergency ballots
- Official ballot faces
- Sample ballots

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AWARDDING CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES WITHIN THE COUNTY AS PER PD 013-031 FROM AUGUST 19, 2013 TO AUGUST 18, 2014 FOR AN AMOUNT NOT TO EXCEED \$70,000.00. This resolution authorizes award of a contract to Greenscape Landscape Co. for an amount not to exceed \$70,000.00 per year for a period of one (1) year from August 19, 2013 through August 18, 2014, with the County having the option to extend the contract for a one-year period. The County will utilize this service for trimming and/or removal of dead and fallen trees on County property or right of ways.

G-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ALFIO CALI AND BETTY CALI, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 703, LOT 11, CONSISTING OF APPROXIMATELY 37.076 ACRES, FOR THE AMOUNT OF \$385,590.40. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Logan owned by Alfio Cali and Betty Cali, as per the application made to the Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$10,400.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,493.00 for Curran Realty Advisors and \$3,000.00 for The Hanson Organization. This property borders more than 150-acres of farmland that has also made application to the Farmland Preservation Program, and will help to create a contiguous greenway of approximately 200-acres of permanently preserved farmland.

G-3 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF HIDDEN VALLEY LAND COMPANY, INC., LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 45, LOTS 10, 11, 12, 13, CONSISTING OF APPROXIMATELY 66.654 ACRES, FOR THE AMOUNT OF \$326,604.60. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Woolwich owned by Hidden Valley Land Company, Inc., as per the application made to the Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$4,900.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,750.00 for R.W. Frankenfield Associates and \$3,200.00 for Steven Bartelt. This property is contiguous with more than 1,000-acres of permanently preserved farmland.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, July 10, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular meeting minutes from June 12, 2013

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

Comments: N/A

Approval of the regular meeting minutes from June 26, 2013.

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

Comments: N/A

47699 Proclamation In Recognition of Bravery and Life Saving Rescue of Caden Carlisle on March 23, 2013 (Chila) (to be presented)

47700 Proclamation for Eagle Scout Nicholas Felker (Simmons) (Previously Presented)

PUBLIC HEARING AND ADOPTION

47701 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.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

47702 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- **FY11 Emergency Management Agency Access and Functional Needs Program Assistance (\$23,000.00)**
- **Special Child Health Case Management (\$167,373.00)**
- **Supportive Regional Highway Planning Program (\$39,100.00)**
- **Transit Support Program (\$38,680.00)**

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

Comments: N/A

47703 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2012.

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

Comments: N/A

47704 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					
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47705 RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2013 TO JUNE 30, 2014.

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

Comments: N/A

47706 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.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47707 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.

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

Comments: N/A

47708 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.

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

Comments: N/A

47709 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.

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

Comments: N/A

47710 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.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47711 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.

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

Comments: N/A

47712 RESOLUTION TO ENTER AN URBAN COUNTY COOPERATION AGREEMENT WITH ELIGIBLE MUNICIPALITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS.

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

Comments: N/A

47713 RESOLUTION TO ENTER INTO AN URBAN COUNTY COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS.

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

Comments: N/A

47714 RESOLUTION APPROVING THE 2013 ANNUAL ACTION PLAN ENCOMPASSING THE FY 2013 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT CDBG GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM.

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

Comments: N/A

47715 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.

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

Comments: N/A

47716 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.

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

Comments: N/A

47717 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.

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

Comments: N/A

47718 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.

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

Comments: N/A

47719 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.

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

Comments: N/A

47720 RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF NEW S P018 SURFACE LIFT FROM ROTARY LIFT THROUGH STATE CONTRACT #A80127 FOR THE TOTAL AMOUNT OF \$18,751.94.

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

Comments: N/A

47721 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF PITMAN FOR THE RESURFACING OF A BASKETBALL COURT.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47722 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.

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

Comments: N/A

47723 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,000.00.

	Motion	Second	Yes	No	Abstain
Nestore					
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**

47724 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.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47725 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					
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					
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Ken Defay, Sewell, had several questions:

- the first responders investigation and the cost of vehicles for homeland security
- Golf Course recycling water project
- Issues with the lights at the Golf Course

CLOSE

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

Comments: N/A

Adjournment 8:12pm

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

Comments: N/A

P1

WELCOME HOME

First Lieutenant Brett C. Foster

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Air Force **First Lieutenant Brett C. Foster** from his deployment in Afghanistan. **Lieutenant Foster** will be honored by family and friends at 45 Owens Lane, Mantua, New Jersey, on Saturday, July 6, 2013; and

WHEREAS, **Brett Foster** is a 2004 graduate of Clearview High School. He attended the University of Philadelphia earning a Bachelor of Arts in Architecture and earned his Master Degree in Criminal Justice from St. Joseph's University. **Brett** was commissioned a Second Lieutenant in the United States Air Force on June 6, 2010, and is a Civil Engineer in the United States Air Force; and

WHEREAS, while deployed in Afghanistan, **First Lieutenant Foster** was awarded the *National Defense Service Medal*, the *Afghanistan Campaign Medal* and the *Global War on Terrorism Medal*; and

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

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

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

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th 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

A1

**RESOLUTION AUTHORIZING A *CLOSED SESSION* TO DISCUSS
THE STATUS OF AND THE POSSIBLE SETTLEMENT OF
A WORKERS' COMPENSATION CLAIM CAPTIONED
BARBARA JO DIO v. GLOUCESTER COUNTY,
CLAIM PETITION NOS. 2009-29489 AND 2011-2046**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *July 24, 2013*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensation claim entitled Barbara Jo Dio v. Gloucester County, with Petitioner being represented by Christine DiMuzio, Esquire of Hoffman DiMuzio.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

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



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTION**

ATTEST:

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

A2

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

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

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

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

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

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



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A3

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

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

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

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

- (1) The sum of **\$1,914,476.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Work First New Jersey, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Work First New Jersey - *Other Expenses*;
- (2) The sum of **\$1,913,195.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Workforce Investment Act, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Workforce Investment Act - *Other Expenses*;
- (3) The sum of **\$328,716.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness - *Other Expenses*;
- (4) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services Division of Mental Health and Addiction Services County Mental Health Administrator, to be appropriated under the caption of the New Jersey Department of Human Services Division of Mental Health and Addiction Services County Mental Health Administrator - *Other Expenses*;
- (5) The sum of **\$146,404.00**, which item is now available as a revenue from New Jersey Transit Section 5311 Rural Transportation Program, to be appropriated under the caption of New Jersey Transit Section 5311 Rural Transportation Program - *Other Expenses*;
- (6) The sum of **\$7,580.00**, which item is now available as a revenue from New Jersey Transit Senior Citizens & Disabled Resident Transportation Assistance Program, to be appropriated under the caption of New Jersey Transit Senior Citizen & Disabled Resident Transportation Assistance Program - *Other Expenses*;
- (7) The sum of **\$15,565.00**, which item is now available as a revenue from the New Jersey Department of Human Services Area Plan Grant, to be appropriated under the caption of the New Jersey Department of Human Services Area Plan Grant - *Other Expenses*;
- (8) The sum of **\$74,468.00**, which item is now available as a revenue from the U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Forces, to be appropriated under the caption of the U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Forces - *Other Expenses*;

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



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A4

RESOLUTION TO PURCHASE COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2013 TO AUGUST 2, 2014 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase computer software for the County; and

WHEREAS, it has been determined that the County can purchase the said computer software from Dell Marketing, L.P. located at 850 Asbury Drive, Buffalo Grove, IL 60089, in an amount not to exceed \$200,000.00 from August 3, 2013 to August 2, 2014, through State Contract #A77003; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$200,000.00. The contract is therefore open-ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2014 is conditioned upon the approval of the 2014 Gloucester County budget; and

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 computer software for the County of Gloucester from Dell Marketing, L.P. in an amount not to exceed \$200,000.00 through the State Contract #A77003.

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

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING A CONTRACT WITH IMPACT TECHNOLOGY SOLUTIONS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VIDEO ARRAIGNMENT SYSTEMS AND ENCLOSURES IN AN AMOUNT NOT TO EXCEED \$135,000.00

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid **PD-13-034**, for the supply, delivery and installation of video arraignment systems and enclosures; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that **Impact Technology Solutions**, with an address of 507 S. Narberth Avenue, Merion, PA 19066, was the lowest responsive and responsible bidder to supply, deliver and install said goods in an amount not to exceed \$135,000.00; and

WHEREAS, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director, and the Clerk of the Board are, hereby authorized to execute a contract with Impact Technology Solutions for the supply, delivery and installation of video arraignment systems and enclosures to and for the County in an amount not to exceed \$135,000.00; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, that a certification shall be obtained from the Purchasing Agent of the County 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 the said funds will be paid.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**CONTRACT
BETWEEN
IMPACT TECHNOLOGY SOLUTIONS
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 24th day of July, 2013 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **IMPACT TECHNOLOGY SOLUTIONS**, with offices at 507 S. Narberth Avenue, Merion, PA 19066, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for video arraignment systems and enclosures for the County; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** Contract shall be for the purchase of all equipment specified in PD-13-034.
2. **COMPENSATION.** Vendor shall be compensated for a contract amount not to exceed \$135,000 for all equipment listed in specification PD-13-034.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in the bid specifications identified as PD 13-034 which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 13-034, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or

recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 13-034, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 24th day of July, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

IMPACT TECHNOLOGY SOLUTIONS

BY: _____

(Please Print Name)

PD 013-034		
Bid Opening 7/12/2013 10:00am		
SPECIFICATIONS AND FORM OF PROPOSAL FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VIDEO ARRAIGNMENT SYSTEMS AND ENCLOSURES		
		VENDOR:
		Impact Technology Solutions
		507 S. Narberth Ave.
		Merion, PA 19066
		J. McFarland
		800 356-2411
		866 474-1969 Fax
ITEM	DESCRIPTION	PRICE PER UNIT
	1. Polycom Group 300 720p system with acoustic camera and standards based native dual operability of both SVC and H323 and supporting up to 720p/60 calls using 832 kbs. Polycom Group 300 external table mike Polycom 1 yr on-site next business day warranty Installation, testing, training on site	\$3,272.00
	Quantity of 3	\$9,816.00
	2. Polycom Video Border Proxy 4555-E3 Polycom 1 yr on-site next business day warranty Installation, testing, training on site	\$2,585.00
	Quantity of 1	\$2,585.00
	3. Video arraignment rooms - sound treated, self contained 4' wide x 6' deep x 7'-3" high (8'-2" overall with ceiling mounted ventilation) enclosures which have the following form factor and features:	
	Walls and ceiling to be acoustically treated with poly-acoustic foam 2" thick Exterior walls to be covered in heavy exterior fabric Divider wall inside enclosure to separate equipment compartment from main compartment, equipment space is 4' x 22" x 7'-3", main compartment is 4' x 4' x 7'-3"	
	Divider Wall inside enclosure to support the following Security window 18" x 24" made of 3/16 Lexan Shield Fluorescent lights, PC speakers (customer supplied), and microphone Camera shelf and monitor shelf Security floor and security wall brackets Security hardware including Grates to cover lights, speakers, and microphone 36" ADA, 1-3/4" solid wood core door with triple door seals, to main compartment left hinge 24" door to access equipment compartment Window 3' x 3' on one 4' x 4' wall made of 3/16 Lexan Shield Ventilation on ceiling for main compartment and equipment	

3272.00 x 3
9816.00

2585.00

compartment Cable ports (2) on exterior of equipment wall - pass through for power and Ethernet/phone cables Interior color of main compartment to be light grey fabric	\$11,840.00		
Quantity of 9	\$106,560.00		
Delivery Days	7 Weeks for last unit		
Variations: (if any)	NONE		
Will you extend your prices to local government entities within the County	YES		
Bid specifications sent to:	Prime Vendor	ISqFt	PMG Enterprises LLC
	Worthy Business Solutions	Panasonic Systems	Invision Security
	RiKA Group Corp.	Anixter	Office Solutions
	Total Video products	Newlink Communications	AT&T Bus. & Home
	Construction Journal	McGraw-Hill	Tele-Measurements
	Amertech Systems		
Based upon the bids received, I recommend Impact Technology Solutions be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

$$\frac{11,840.00 \times 9}{106,560.00}$$

118,961.00

118,961.00 = 4 @ Salem
4 @ CUMBERLAND
1 @ BURLINGTON

125
150,000 - THIS WOULD COVER AN ADDITIONAL @ BURLINGTON

PD 013-034			
Bid Opening 7/12/2013 10:00am			
SPECIFICATIONS AND FORM OF PROPOSAL FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VIDEO ARRAIGNMENT SYSTEMS AND ENCLOSURES			
		VENDOR:	
		Impact Technology Solutions	
		507 S. Narberth Ave.	
		Merion, PA 19066	
		J. McFarland	
		800 356-2411	
		866 474-1969 Fax	
ITEM	DESCRIPTION		PRICE PER UNIT
	1. Polycom Group 300 720p system with acoustic camera and standards based native dual operability of both SVC and H323 and supporting up to 720p/60 calls using 832 kbs. Polycom Group 300 external table mike Polycom 1 yr on-site next business day warranty Installation, testing, training on site		\$3,272.00
	Quantity of 3		\$9,816.00
	2. Polycom Video Border Proxy 4555-E3 Polycom 1 yr on-site next business day warranty Installation, testing, training on site		\$2,585.00
	Quantity of 1		\$2,585.00
	3. Video arraignment rooms - sound treated, self contained 4' wide x 6' deep x 7'-3" high (8'-2" overall with ceiling mounted ventilation) enclosures which have the following form factor and features: Walls and ceiling to be acoustically treated with poly-acoustic foam 2" thick Exterior walls to be covered in heavy exterior fabric Divider wall inside enclosure to separate equipment compartment from main compartment, equipment space is 4' x 22" x 7'-3", main compartment is 4' x 4' x 7'-3" Divider Wall inside enclosure to support the following Security window 18" x 24" made of 3/16 Lexan Shield Fluorescent lights, PC speakers (customer supplied), and microphone Camera shelf and monitor shelf Security floor and security wall brackets Security hardware including Grates to cover lights, speakers, and microphone 36" ADA, 1-3/4" solid wood core door with triple door seals, to main compartment left hinge 24" door to access equipment compartment Window 3' x 3' on one 4' x 4' wall		

A5

made of 3/16 Lexan Shield Ventilation on ceiling for main compartment and equipment compartment Cable ports (2) on exterior of equipment wall -- pass through for power and Ethernet/phone cables Interior color of main compartment to be light grey fabric	\$11,840.00		
Quantity of 9	\$106,560.00		
Delivery Days	7 Weeks for last unit		
Variations: (if any)	NONE		
Will you extend your prices to local government entities within the County	YES		
Bid specifications sent to:	Prime Vendor	iSqFt	PMG Enterprises LLC
	Worthy Business Solutions	Panasonic Systems	Invision Security
	RIKA Group Corp.	Anixter	Office Solutions
	Total Video products	Newlink Communications	AT&T Bus. & Home
	Construction Journal	McGraw-Hill	Tele-Measurements
	Amertech Systems		
Based upon the bids received, I recommend Impact Technology Solutions be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

SIGNATURE PAGE

A5

SIGNED: J. McFarland

COMPANY: IMPACT TECHNOLOGY SOLUTIONS LLC

NAME: J. MCFARLAND
(PRINTED OR TYPED)

ADDRESS: 507 S MARBETT AVE
MERCON, PA 19066

TITLE: PRINCIPAL

TELE #: 800-356-2411

DATE: 7/11/13

FAX #: 866-474-1969

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE MOWER, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON July 12, 2013 at 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

DESCRIPTION	PRICE
Quantity of 3	
1. POLYCOM GROUP 300 720P SYSTEM WITH ACOUSTIC CAMERA AND STANDARDS BASED NATIVE DUAL OPERABILITY OF BOTH SVC AND H323 AND SUPPORTING UP TO 720P/60 CALLS USING 832 KBS. POLYCOM GROUP 300 EXTERNAL TABLE MIKE POLYCOM 1 YR ON-SITE NEXT BUSINESS DAY WARRANTY INSTALLATION, TESTING, TRAINING ON SITE	PER UNIT \$ <u>3,272</u>
Quantity of 1	
POLYCOM VIDEO BORDER PROXY 4555-E3 POLYCOM 1 YR ON-SITE NEXT BUSINESS DAY WARRANTY INSTALLATION, TESTING, TRAINING ON SITE	PER UNIT \$ <u>2,585</u>
Quantity of 9	
VIDEO ARRAIGNMENT ROOMS - SOUND TREATED, SELF CONTAINED 4' WIDE X 6' DEEP X 7'-3" HIGH (8'-2" OVERALL WITH CEILING MOUNTED VENTILATION) ENCLOSURES WHICH HAVE THE FOLLOWING FORM FACTOR AND FEATURES: WALLS AND CEILING TO BE ACOUSTICALLY TREATED WITH POLY-ACOUSTIC FOAM 2" THICK EXTERIOR WALLS TO BE COVERED IN HEAVY EXTERIOR FABRIC DIVIDER WALL INSIDE ENCLOSURE TO SEPARATE EQUIPMENT COMPARTMENT FROM MAIN COMPARTMENT, EQUIPMENT SPACE IS 4' X 22" X 7'-3", MAIN COMPARTMENT IS 4' X 4' X 7'-3" DIVIDER WALL INSIDE ENCLOSURE TO SUPPORT THE FOLLOWING SECURITY WINDOW 18" X 24" MADE OF 3/16 LEXAN SHIELD FLUORESCENT LIGHTS, PC SPEAKERS (CUSTOMER SUPPLIED), AND MICROPHONE	

CAMERA SHELF AND MONITOR SHELF
SECURITY FLOOR AND SECURITY WALL BRACKETS
SECURITY HARDWARE INCLUDING GRATES TO
COVER LIGHTS, SPEAKERS, AND MICROPHONE
36" ADA, 1-3/4" SOLID WOOD CORE DOOR WITH
TRIPLE DOOR SEALS, TO MAIN COMPARTMENT
- LEFT HINGE 24" DOOR TO ACCESS EQUIPMENT
COMPARTMENT WINDOW 3' X 3' ON ONE 4' X 4' WALL
MADE OF 3/16 LEXAN SHIELD VENTILATION ON
CEILING FOR MAIN COMPARTMENT AND EQUIPMENT
COMPARTMENT CABLE PORTS (2) ON EXTERIOR OF
EQUIPMENT WALL - PASS THROUGH FOR POWER
AND ETHERNET/PHONE CABLES INTERIOR COLOR
OF MAIN COMPARTMENT TO BE LIGHT GREY FABRIC

PER UNIT \$ 11,840

5 YEAR WARRANTY ON ENCLOSURE

DELIVERY TIME 7 WEEKS FOR LAST UNIT

VARIATIONS:

ALP

**RESOLUTION AUTHORIZING THE APPOINTMENT
OF CERTAIN INDIVIDUALS TO SERVE AS MEMBERS
OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

WHEREAS, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

WHEREAS, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

WHEREAS, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

WHEREAS, there exists a current county Workforce Investment Board serving the Gloucester County area; and

WHEREAS, it has now been determined that there is a necessity for the appointment of certain members of the Gloucester County Workforce Investment Board, and

WHEREAS, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment of new members of said Board; and

WHEREAS, it has been further determined that all of the individuals to be appointed are qualified, and are desirous of serving in said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Gloucester County Workforce Investment Board for a three-year term commencing immediately and terminating on December 31, 2015:

- ANTHONY BELLIA – BUSINESS SECTOR**
- NELSON CARRASQUILLO- ONE STOP PARTNER**
- SAMUEL HUDMAN – BUSINESS SECTOR**
- CYNTHIA MERCKX – BUSINESS SECTOR**
- DANIEL RUOTOLO – BUSINESS SECTOR**
- LES VAIL – BUSINESS SECTOR**

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

ADOPTED at Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name Anthony K. Bellia
2. Home Address [REDACTED]
3. Home Phone [REDACTED]
Work Phone [REDACTED]
Cell Phone [REDACTED]
Fax [REDACTED]

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address Bellia
1047 N. Broad Street
Woodbury, NJ 08096
2. Years with employer 7
3. Position/Title President
4. Number of years in current position 1

5. Do you have any hiring responsibilities? yes
6. Provide a brief description of your job duties.
Grow Bella through a strategic planning
process which includes building an aggressive
Sales organization and hiring the right talent
for our success.

D. ORGANIZATION/BUSINESS

1. Name of Organization Bella Office Furniture
2. Business Telephone 856-845-2234 x121
 Business Fax 856-845-3392
3. What service/product does the business provide? Commercial/ office furniture, Interior Design.
4. Size of organization/business 7 Million, 20 employees.

Owner, Chief Executive, Chief Operating Officer, other/
 Please specify: Owner/ President.

Name(s)	Title
_____	_____
_____	_____
_____	_____
_____	_____

5. Status of Organization/Business
- A. Public Agency _____
 - B. Private for Profit _____
 - C. Private, Non Profit _____
 - D. Community Based Organization _____
 - E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? yes
If yes, please list those committees and what role you played on the committee. _____

1) IIDA - International Interior design assoc: Chair of Sponsorship
2) Discovery House: Chairman, several committees, Lead Fundraiser

2. Please indicate previous community involvement.

3. Please list professional/civic associations to which you belong.

IIDA, IFMA, Gloucester Chamber of Commerce,
Woodbury Chamber, ~~SNDC~~ SNDC

4. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?

Yes

5. Will your business obligations allow you to devote the time to attend monthly meetings. yes

- F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve: Unsure

1. Apprenticeship/Workforce Development 1
2. Communications/Marketing _____
3. Community Needs Assessment _____
Sub-committees:
a. Literacy _____
b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council _____

[Signature]
Signature

6/4/13
Date

Bio - Anthony K. Belli

Formed in 1973 through the vision and ingenuity of Salvatore and Nancy Bellia, Bellia Enterprises started as a small office product and printing business. The business has evolved over the past 30 years into the Philadelphia Region's leader in providing products and services to small and large corporate, government, State and Federal customers. The company supports the local community through numerous philanthropic activities.

Anthony K Bellia, President of Bellia Office Furniture, represents the third generation of the Bellia Family to work in the company. Bellia graduated from Rider University in 2002 with a degree in finance. He spent several years as a financial advisor with Merrill Lynch in Princeton NJ. In 2004, he accepted a position as a sales representative with Bellia Office Furniture concentrating his efforts on federal government sales. He quickly worked his way up to director of sales, managing a sales team and winning several large federal contracts.

Bellia continued his education by attending The GAP (Growth Acceleration Program) at Drexel University Baiada School. He completed the rigorous program in six months. He also attended and completed Dale Carnegie courses and gave his time as an instructor's assistant for several years.

In 2010, Bellia was asked by Bellia's senior management team and board of advisors to be their liaison and reporting partner as President of Bellia Office Furniture. Bellia started working with an executive coach and management consultant to prepare him for the president's position.

Anthony K. Bellia
President



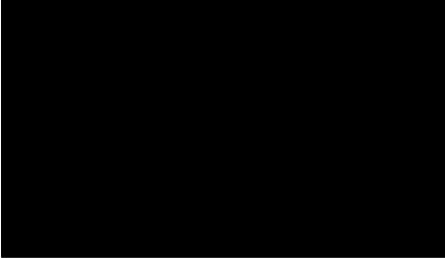
**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability. Information you provide is for informational use only.

A. APPLICANT

1. Name: Nelson Carrasquillo

2. 

3. 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address CATA, PO Box 510, Glassboro, NJ 08028

2. Years with employer: 22 years

3. Position/Title: Executive Director

4. Number of years in current position: 22 years

5. Do you have any hiring responsibilities? Yes

6. Provide a brief description of your job duties.

I am responsible for the overall operation and coordination of CATA (the Farmworkers Support Committee) a migrant farmworkers and low wage worker membership organization based in New Jersey, Pennsylvania and Maryland. My duties among others cover

representational, administrative, and organizational aspects of the organization.

D. ORGANIZATION/BUSINESS

1. Name of Organization: CATA (the Farmworkers Support Committee)
2. Business Telephone: 856-881-2507
Business Fax: 856-881-2027
3. What service/product does the business provide?

We are a membership driven organization. We provide capacity building training to the migrant farmworkers and low-wage workers in southern New Jersey in the areas of Health and Safety, Heat protection, Workers Protections Standards (how to protect from pesticides exposure), HIV education and prevention, Leadership development, Organic gardening, worker's rights and other types of trainings according to needs of membership.

4. Size of organization/business: Multi state/ mid-Atlantic region with 6 staff
5. Status of Organization/Business
 - A. Public Agency _____
 - B. Private for Profit _____
 - C. Private, Non Profit X
 - D. Community Based Organization X
 - E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? Yes
2. If yes, please list those committees and what role you played on the committee:
 - USDA: Small Farm Commission Role: Commissioner
 - EPA: Pesticides Program Dialogue Committee
 - EPA/USDA/FDA: Food Quality Protection Act
 - United Nations: NGO/ECOSOC Migration Committee
 - Methodist Church - Church and Society: Concern for Workers Task Force

- World Council of Churches: Urban and Rural Mission - Board Member
- New Jersey: DHS; Latino Commission Task Force
- Blue Ribbon Panel on Immigration

3. Please indicate previous community involvement.
I have been actively engaged in community work since the late 1960's.

4. Please list professional/civic associations to which you belong.
At the present time I am a Board Member of the Domestic Fair Trade Association (USA and Canada), the Agricultural Justice Project (USA and Canada), the Farmworkers Health and Safety Institute, Gateway Community Action Partnership, and a member of the New Jersey Latino Leadership Alliance.

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
I believe that the migrant community in Gloucester County has a major impact in the community. In CATA, we believe that immigration reform is going to increase the impact with an influx of workers looking to develop their capacities and skill levels so that they can participate in other areas of the work force in the next two years. We want to contribute to the planning of making it a reality for the migrant community.

6. Will your business obligations allow you to devote the time to attend monthly meetings?
The invitation to participate is new and the challenge is how to integrate the time commitment within a full schedule. At the moment is making time for the meetings and evaluate what is the time commitment that participating in a committee demands.

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

- | | |
|---|----------|
| 1. Apprenticeship/Workforce Development | <u>1</u> |
| 2. Communications/Marketing | <u>4</u> |
| 3. Community Needs Assessment | <u>3</u> |
| Sub-committees: | |
| a. Literacy | <u>2</u> |
| b. Disability | <u>8</u> |
| 4. Coordination | <u>7</u> |

NELSON CARRASQUILLO



Mr. Nelson Carrasquillo comes from Arecibo, Puerto Rico, where he worked as an organizer for a fishermen's union and an organizer for PRISA, an ecumenical-based organization in San Juan, Puerto Rico. With his Masters in Social Work, Mr. Carrasquillo worked several years as director of a social service agency in Puerto Rico.

Since 1992, Mr. Carrasquillo has been the executive director of El Comité de Apoyo a los Trabajadores (CATA- The Farmworkers' Support Committee), working with migrant farmworkers located in New Jersey, Pennsylvania, the Delmarva Peninsula, and Puerto Rico as they struggle for better living and working conditions, adequate housing, environmental justice, dignity, and respect.

In his capacity as executive director, he participates in several boards including the Urban/Rural Mission and the Farmworker Health and Safety Institute. Mr. Carrasquillo has been appointed to numerous commissions and planning groups including the USDA Small Farm Commission (1998), the USEPA's Pesticide Program Dialogue Committee, overseeing the Food Quality Protection Act, the United Methodist Concern for Worker Task Force, National People of Color Environmental Summit II, New Jersey Latino Health Advisory Committee, and the New Jersey HIV Prevention Community Planning Group.

Since 2000 Mr. Carrasquillo has worked in solidarity towards encouraging dialogue among the migrant community, especially with Latino, South East Asia, and Chinese youth organizations. By promoting a dialogue among different ethnic groups in the Pennsylvania area, common areas of needs could be identified and achieve the possibility of working together to solve the problems.

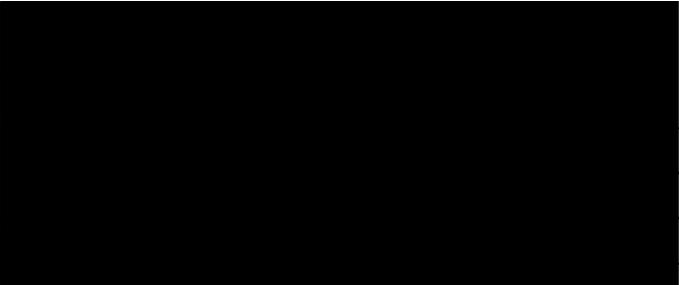
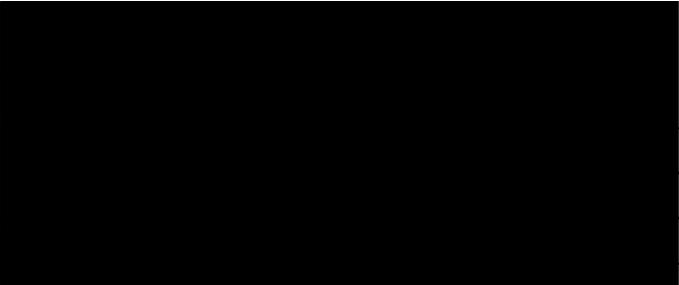
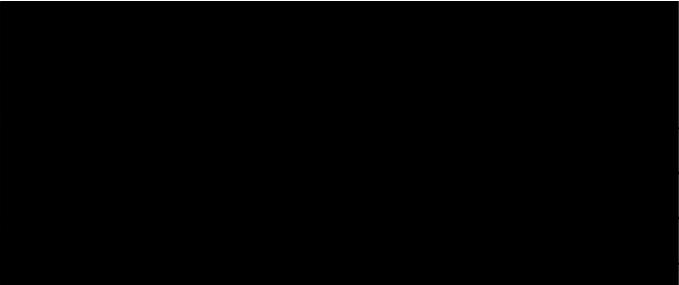
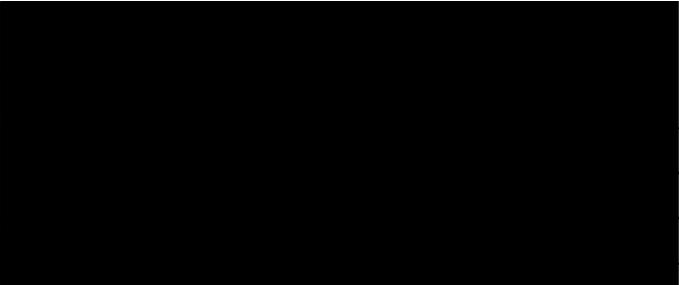
In 2005, Mr. Carrasquillo received the Alston/Bannerman Fellowship award for his years of social activism and promoting environmental justice and immigrants' rights. In 2007, he was named to Governor Corzine's Blue Ribbon Panel on Immigration. In 2008, he was asked to sit on the Latino Advisory Board for the NJ Department of Family and Children. In 2009, he was named an Executive Board Member of the Latino Leadership Alliance of New Jersey and became chair of the Immigration Committee. In 2010, Mr. Carrasquillo was named a Hemingburg Civic Fellow through Rutgers-Newark in order to address the most important legal issues faced by immigrants in New Jersey. He also represents CATA on the Gloucester County Cancer Coalition.

Currently, Mr. Carrasquillo serves as Board Member of the Agricultural Justice Project and the Domestic Fair Trade Association representing the interest of the farmworkers community through its work in CATA (the Farmworkers Support Committee). In 2012, was named as Eat4Health Fellow to promote healthy eating practices among the migrant community.

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name Samuel Hudman
2. Home Address 
3. Home Phone 
Work Phone 
Cell Phone 
Fax 
Email 

B. PLEASE ATTACH A COPY OF YOUR RESUME. *Don't have one*

C. EMPLOYMENT

1. Employer/Address Housing Authority of Gloucester County
100 Pop Moxlan Blvd.
Dep + Ford, NJ 08062
2. Years with employer 20
3. Position/Title Executive Director
4. Number of years in current position 20

5. Do you have any hiring responsibilities? yes

6. Provide a brief description of your job duties.
I run the Housing Authority

D. ORGANIZATION/BUSINESS

1. Name of Organization Housing Authority of Gloucester County

2. Business Telephone 856-848-4959 ext. 218
Business Fax 856-384-9044

3. What service/product does the business provide?
affordable housing for low, very low, and extremely low income households

4. Size of organization/business 2,666 units
62 employees
Owner, Chief Executive, Chief Operating Officer, other/
Please specify:

Name(s)	Title
_____	_____
_____	_____
_____	_____
_____	_____

5. Status of Organization/Business
- A. Public Agency _____
 - B. Private for Profit _____
 - C. Private, Non Profit _____
 - D. Community Based Organization _____
 - E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? yes
If yes, please list those committees and what role you played on the committee. youth council - member

2. Please indicate previous community involvement.
National Association of Housing and Redevelopment Officials
Public Housing Authorities Directors Association

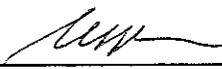
3. Please list professional/civic associations to which you belong.

4. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
yes

5. Will your business obligations allow you to devote the time to attend monthly meetings. don't know yet

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development _____
2. Communications/Marketing _____
3. Community Needs Assessment _____
Sub-committees:
 - a. Literacy _____
 - b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council _____


Signature

5/20/13
Date

Samuel Vernon Hudman III

Education: BA in Public Administration from the University of Florida

Work Experience: 23 years with the U. S. Department of Housing and Urban Development working in their branch that monitors the management of public housing. The last 15 years were concentrated on the management of large troubled housing authorities including the Housing Authorities of Houston and New Orleans.

Will soon have 20 years as the Executive Director of the Housing Authority of Gloucester County. 2, 666 units of various types of affordable housing, 60 employees, approximately 5,000 individuals receiving housing assistance, \$51 million in total assets, \$22.5 million annual cash flow.

Other activities: Chair of the CEAS committee of the Human Services Advisory Committee of Gloucester County. Member of the National Board of Governors of the National Association of Housing and Redevelopment Officials.

Personal: Widower with four children. The three oldest have graduated college and are gainfully employed. The youngest will be a junior at Drew University in the fall. Member of Mullica Hill Baptist Church.



WILLIAM W. BAIN JR • Chairman
BETTY JANE PURNELL • Commissioner
BRENDEN GAROZZO • Commissioner
SCOTT H KINTZING • Treasurer

DANIEL REED • 1ST Vice Chairman
INGRES SIMPSON • 2ND Vice Chairwoman
FRANK SMITH • Commissioner
SAMUEL V HUDMAN • Secretary-Executive

May 1, 2013

Tom Bianco, Director
Workforce Investment Board
115 Budd Blvd.
West Deptford, NJ 08096

Re: Workforce Investment Board

Dear Mr. Bianco:

I accept your invitation to become a voting member of the above said Board. I look forward to working with all of you.

Sincerely,

Samuel V. Hudman
Executive Director

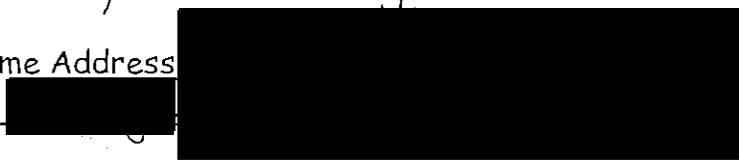
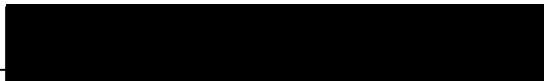
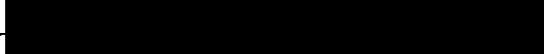
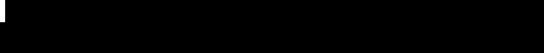
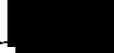
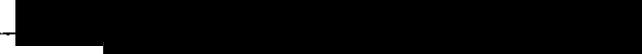
SVH: stb



**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name Cynthia 'Cindy' Merckx
2. Home Address 
3. Home Phone 
Work Phone 
Cell Phone 
Fax 
Email 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address The Sentinel of Gloucester County
330 Oak Avenue, Malaga NJ 08328
Franklin Township, Gloucester County
2. Years with employer 5 years (as owner) 11 years employed
3. Position/Title owner-editor
4. Number of years in current position 5

5. Do you have any hiring responsibilities? yes
6. Provide a brief description of your job duties. In charge of the Day to day operations of a weekly newspaper including Advertising sales, reporting, meetings with boards and officials, production, ad design, marketing, legal notices, press releases, web, social media

D. ORGANIZATION/BUSINESS

1. Name of ^{Business} Organization The Sentinel of Gloucester County/
Cindy Merckx Publications LLC
2. Business Telephone 856-694-1600
Business Fax 856-694-0469
3. What service/product does the business provide? Publishing a weekly newspaper
52 weeks a year!
4. Does business have clear & concise written job descriptions, expectations & qualifications? yes
5. Does business take an active role in the community other than providing the organizations' product/service? yes
If so, in what capacity? We donate to several causes and provide a section in our newspaper for Church News Fundraising events for organizations + youth athletic groups throughout Gloucester County.

6. Size of organization/business small - husband & wife / Mom Pop shop
all part-time writers, ad sales reps, FT tech
 Owner, Chief Executive, Chief Operating Officer, other/
 Please specify:

Name(s)	Title
<u>Cindy Merckx</u>	<u>Owner/Editor</u>
<u>Norm Merckx Jr.</u>	<u>owner/</u>
_____	_____
_____	_____

7. Status of Organization/Business

- A. Public Agency _____
 B. Private for Profit _____
 C. Private, Non Profit _____
 D. Community Based Organization _____
 E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? Yes

If yes, please list those committees and what role you played on the committee.

- ① St. Marys Church Rosary Garden Committee - President
- ② St. Marys Church - Parish Council - Vice President
- ③ Franklin Twp Democratic Club - secretary
- ④ St. Rose of Lima Catholic School - Capital Campaign secretary
- ⑤ Director of Religious Education - St. Marys Church Malaga
- ⑥ WILLIAMSTOWN ROTARY - member (dictionary for
- ⑦ Youth minister - St. Marys Church, Malaga students committee)

2. Please indicate previous community involvement.

PTA, Band Parent, Room mother,
team mom - substitute secretary, teachers
a id, religious education instructor

3. Please list professional/civic associations to which you belong.

National Newspaper Association
New Jersey Press Association
Gloucester County Chamber of Commerce

4. Please indicate the number of hours per month you estimate you could commit to a committee. _____

Material review/research at home 4

Regular meetings 4

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?

yes

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? yes

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development _____

a. GC Business First _____

2. Communications/Marketing _____

3. Community Needs Assessment ✓

Sub-committees:

a. Literacy _____

b. Disability ✓

4. Coordination _____

6. Resource Analysis/Performance Management _____

7. Youth Council ✓

Cynthia Merckx
Signature

5/16/2013
Date



THE SENTINEL OF GLOUCESTER COUNTY

Cynthia Ann (Berry) Merckx was born in Camden, New Jersey to the late Raymond and Ann Martha (Kelly) Berry on February 22, 1958. Cynthia is known as Cindy Merckx to her family and friends and grew up in the Oak Valley section of Deptford Township with her sister Jacqueline on Colgate Lane. She graduated from St. Margarets Grammar School in Woodbury Heights, NJ in 1972 and is a member of the school's first graduating class.

Cindy then attended and graduated from Deptford Township High School in 1976 and a year later on May 28, 1977 she married her high school sweetheart, boy next door Norman F. Merckx, Jr. They built their home in the Malaga Lake section of Franklin Township in 1980 and raised four children, Norman F. Merckx III (wife Melissa), Raymond G. (wife Kristine), Kelly Ann (husband Michael Zoppel), and Daniel Aaron. Cindy is also a grandmother to grandson Jack and awaiting the birth of granddaughter Maggie that is due July 31, 2013!

In 1985, Cindy graduated from Vineland Academy of Beauty Culture and in 1988 from South Jersey School of Business in Marlton. She also took several courses at Gloucester County Community College. During the late 1980's and 1990's while raising her children, Cindy volunteered to teach religious education every week at St. Mary's Roman Catholic Church in Malaga. She attended courses in the evening to become a certified religious education instructor. As an active member, and parish council vice-president, Cindy founded and designed St. Mary's Rosary Garden. In addition she worked for several years at St. Rose of Lima School in Newfield as a school secretary and substitute teachers aid.

A major life changing event occurred in 1994, when Cindy's daughter Kelly was diagnosed with Type 1 Juvenile Diabetes. This required her to make monthly visits with doctors and specialist at Children's Hospital of Pennsylvania (CHOP) to monitor her daughter's brittle medical condition. Five years later, in 1999, Cindy's youngest son Daniel was diagnosed with Type 1 Juvenile Diabetes that also required monthly visits to doctors at CHOP and later DuPont Children's Hospital in Delaware.

Taking care of four children, with two having special needs were very challenging for the family. At times a major financial burden and Cindy would work for several years as an early morning newspaper carrier for the Courier Post starting at 2 am every day of the year. She did this to help her husband with the bills in order to take care of the medical needs of her two diabetic children and also care for her ill mother who was also a Type 1 diabetic and died from Ovarian Cancer.

In 2001, Cindy got her break, and began a writing career. The former owner of the Franklinville Sentinel, Jim Kinkade hired her in 2001 as a reporter and advertising manager for his weekly newspaper. Cindy had always enjoyed reading to children and meeting people. Kinkade saw her talent and added more business responsibilities.

In July 2008, Cindy and her husband Norman purchased The Sentinel from the Kinkade family. The weekly newspaper expanded its coverage throughout Gloucester County. The name was changed to The Sentinel of Gloucester County. Cindy is a member of the New Jersey Press Association, National Newspaper Association and Gloucester County Chamber of Commerce. Her gutsy investigative reporting and weekly opinion column 'From the Editor's Desk' is enjoyed by thousands of readers. Cindy is known for speaking what was on her mind. She is an advocate for the taxpayer and enjoys holding public officials accountable. She started a weekly column 'Wallet Watch' that publishes the bill list of towns and school districts to encourage transparency in government.

CYNTHIA ANN MERCKX 'CINDY'



EDUCATION

South Jersey School of Business Marlton, NJ 08053 (Real Estate Pre-Licensing)	1987
Vineland Academy of Beauty Culture, Vineland, NJ 08360	1985
Deptford High School, Deptford, NJ 08096	1976

AWARDS

Community Service Award from Clayton Fire Company	2012
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TEACHING EXPERIENCE

St. Mary's Roman Catholic Church, Malaga, NJ 08328 Director Religious Education/Instructor	1985-2007
St. Mary's Roman Catholic Church, Malaga, NJ 08328 Youth Minister	1995-2000

RELATED EXPERIENCE/EMPLOYMENT

The Sentinel of Gloucester County PO Box 367, Franklinville, NJ 08322	Editor/Owner 2008-Present
The Franklinville Sentinel, Franklinville, NJ 08322 (Reporter/Advertising Manager)	2001-2008
The Courier Post, Cherry Hill, NJ District Manager/Rural Paper Carrier	1996-2002
St. Rose of Lima Elementary School School Secretary/Teachers Aide	1986-1991

BUSINESS OWNERSHIP

Business- The Sentinel of Gloucester County is a weekly newspaper serving Gloucester County since 2008- (856)694-1600 (office)- (856)694-0469 (fax), email: ftsentinel@comcast.net, www.thesentinel.com. The Sentinel Newspaper was founded in 1942 by William D. Caccese. The Merckx family of Malaga, Franklin Township, Gloucester County purchased the weekly newspaper in July of 2008 from James Kinkade. Cindy Merckx was the lead reporter and advertising director for seven years when Kinkade owned the business. After purchasing the newspaper in 2008 with her husband Norman Merckx Jr., Cindy was asked by several communities to expand the coverage of the newspaper and she changed the name of the paper to The Sentinel of Gloucester County. Cindy writes a weekly column called 'From the Editor's Desk.' She has nine employees and 2000 subscribers. The newspaper is published every Thursday by Cindy Merckx Publications, LLC trading as (t/a) The Sentinel of Gloucester County

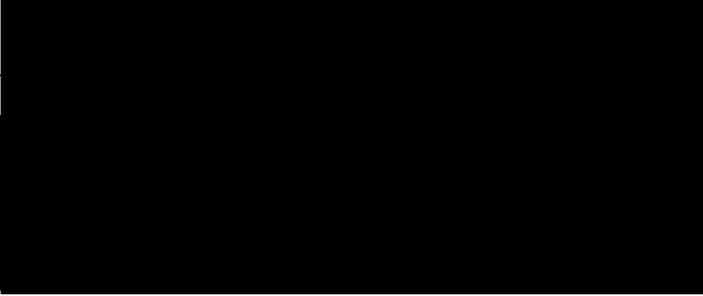
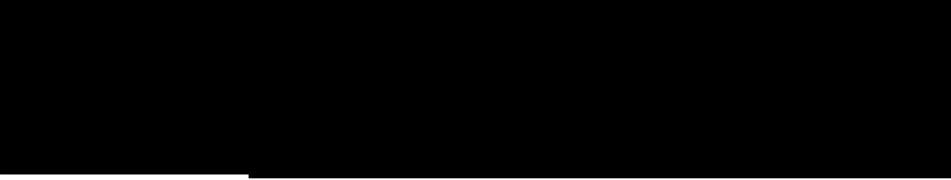
MEMBERSHIPS

New Jersey Press Association, National Newspaper Association, Gloucester County Chamber of Commerce

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name DANIEL RUOTOLO
2. Home Address 
3. Home Phone (Cru) 
Work Phone 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address Ruotolo, Spawak & Co
101 Chestnut Avenue
Mt. Laurel NJ 08054
2. Years with employer 21
3. Position/Title MANAGING PARTNER
4. Number of years in current position 21

5. Do you have any hiring responsibilities? YES
6. Provide a brief description of your job duties.
MANAGE A CPA FIRM CONSISTING OF 7 CPAs
AND SPECIALIZE IN SMALL BUSINESSES AND
NON-PROFIT ORGANIZATIONS.

D. ORGANIZATION/BUSINESS

1. Name of Organization Rudolo, Spawak & Co.
2. Business Telephone (856) 273-1282
Business Fax (856) 273-6636
3. What service/product does the business provide?
ACCOUNTING CONSULTING AND TAX SERVICES
TO SMALL BUSINESSES INDIVIDUALS
AND NON-PROFIT ORGANIZATIONS.
4. Does business have clear & concise written job descriptions, expectations & qualifications? YES
5. Does business take an active role in the community other than providing the organizations' product/service? YES
If so, in what capacity? SEVERAL WAYS. HAVE
A JOB TRAINING PROGRAM AT ROWAN
UNIVERSITY TRUST PARK ASSISTING OVER
200 STUDENTS IN LAST 20 YEARS OBTAIN
PRACTICAL EXPERIENCE. INVOLVED IN GLOUCESTER
CHAMBER OF COMMERCE AND ROTARY.

6. Size of organization/business 12 E/E'S. - 7 CPA'S
10-12 INTERNS
 Owner, Chief Executive, Chief Operating Officer, other/
 Please specify:

Name(s)	Title
<u>Daniel Rusbio CPAMS</u>	<u>Managing Partner</u>
<u>Graig Sprank CPA</u>	<u>PARTNER</u>
_____	_____
_____	_____

7. Status of Organization/Business

- A. Public Agency _____
 B. Private for Profit X
 C. Private, Non Profit _____
 D. Community Based Organization _____
 E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? YES
 If yes, please list those committees and what role you played on the committee.

FINANCE - INVOLVED IN OVERSEEING FINANCIAL AFFAIRS. -

STEERING COMMITTEE - INVOLVED IN INITIAL FORMATION AND DEVELOPMENT ALL ASPECTS OF SETTING UP AN ORGANIZATION.

2. Please indicate previous community involvement.

- BREAKFAST WITH SANTA
- STORIES FOR SANDY
- AIDS WORK + BICARC WALKS
- VARIOUS VOLUNTEER ON EVENTS

3. Please list professional/civic associations to which you belong.

Gloucester Chamber of Commerce
ROWAN UNIVERSITY ACCOUNTING ADVISORY BOARD
Glossboro Rotary

4. Please indicate the number of hours per month you estimate you could commit to a committee. 2-3

Material review/research at home 2-3

Regular meetings 1-2

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?

YES, VERY MUCH IN LINE WITH INVOLVEMENT WITH ROWAN UNIVERSITY

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? YES

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development 1

a. GC Business First _____

2. Communications/Marketing _____

3. Community Needs Assessment _____

Sub-committees:

a. Literacy _____

b. Disability _____

4. Coordination _____

6. Resource Analysis/Performance Management _____

7. Youth Council _____

Neil J. Pelt

Signature

6/20/13

Date

SMALL BUSINESS PERSON OF THE YEAR



DAN RUOTOLO VIA

Dan is a social entrepreneur with a specialty in accounting. Dan has over 25 years experience providing accounting, consulting and tax services to small and medium sized businesses and non-profit organizations in the Delaware Valley area.

Dan is currently a partner in three companies that all share a common business culture and operate in a socially conscience manner which includes an education and job readiness program for students mainly in Gloucester County (Rowan University and Gloucester County College). The student program has been in existence for nearly 20 years and has operated from the Technology Park at Rowan University since May, 2010. The program has provided nearly 200 students with practical work experience and instilled in each one the importance of being socially conscience and giving back to their community. The students have initiated and assisted in many charitable events in addition to being mentors and role models to new students in the program.

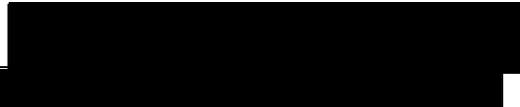
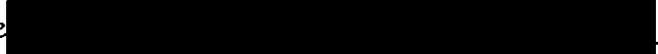
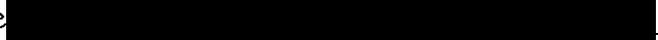
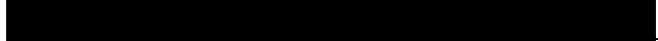
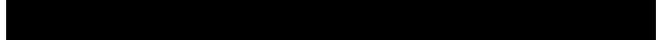
Dan is a board member on the Rowan University Accounting Advisory Board, Entrepreneurship Forum of Southern New Jersey (EFSNJ) and the Friends of Rancocas Nature Center as well as a member of community organizations including the Gloucester and Burlington County Chambers of Commerce and the Glassboro Rotary.

Dan has been married to Patricia for 26 years. He received his Master's degree in taxation from Temple University and a Bachelor's degree in accounting with high honors from Rutgers University. He is a member of Phi Beta Kappa and Beta Gamma Sigma national honor societies. He is licensed to practice accounting in New Jersey and Pennsylvania.

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name LES VAIL
2. Home Address 
3. Home Phone 
Work Phone 
Cell Phone 
Fax 
Email 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address 28 N. Main St
GLASSBORO, NJ 07034
2. Years with employer 3
3. Position/Title PRESIDENT / CEO
4. Number of years in current position 3

5. Do you have any hiring responsibilities? YES

6. Provide a brief description of your job duties.

MANAGE ALL ASPECTS OF A NONPROFIT INCLUDING
ALL REVENUE, P&L, MEMBERSHIP, STAFF

D. ORGANIZATION/BUSINESS

1. Name of Organization Gloucester County Chamber of Commerce

2. Business Telephone 856-881-6560

Business Fax _____

3. What service/product does the business provide? _____

BUSINESS DEVELOPMENT ORGANIZATION

4. Does business have clear & concise written job descriptions, expectations & qualifications? YES

5. Does business take an active role in the community other than providing the organizations' product/service? _____

If so, in what capacity? THE GCCC WAS INCORPORATED
TO HELP ECONOMIC DEVELOPMENT, EDUCATION
AND CHARITABLE GIVING.

6. Size of organization/business 640 MEMBERS WITH
OVER 300K IN ANNUAL REVENUE
Owner, Chief Executive, Chief Operating Officer, other/
Please specify:

Name(s)	Title
<u>LES VAIC</u>	<u>PRESIDENT/CEO</u>
_____	_____
_____	_____
_____	_____

7. Status of Organization/Business

- A. Public Agency _____
B. Private for Profit _____
C. Private, Non Profit YES _____
D. Community Based Organization _____
E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? YES
If yes, please list those committees and what role you played on the committee.

Apprenticeship Committee
Coordination Committee

2. Please indicate previous community involvement.

See Attached Bio

3. Please list professional/civic associations to which you belong.

See Attached Bio

4. Please indicate the number of hours per month you estimate you could commit to a committee. Seven hours
 Material review/research at home _____
 Regular meetings _____
5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
Yes
6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? Yes

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

whichever you see I fit Best

1. Apprenticeship/Workforce Development _____
 - a. GC Business First _____
2. Communications/Marketing _____
3. Community Needs Assessment _____

Sub-committees:

 - a. Literacy _____
 - b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council _____

Russell
 Signature

5/24/13
 Date



Les Vail
BIO

The Gloucester County Chamber of Commerce has always had a special place in Les's heart. He has been a member of the organization since it's infancy in February 2001; from there he quickly became active, chairing the Ambassador & Donations Committee. Within a year he was appointed to the board of directors, there he served for 8 years. In 2007 Mr. Vail was elected to be the Chairman of the Board and served in this role till July 2010. In July of 2010 Mr. Vail left the corporate world to follow his passion and was hired to be the President/CEO of the Gloucester County Chamber of Commerce.

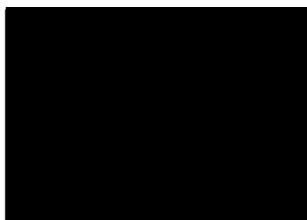
Mr. Vail has been married to his wife Susan for 30 years, has two grown daughters and a grandson. He currently resides in Glassboro, NJ.

Extremely active within the Gloucester County Community, Mr. Vail currently serves as member of the March of Dimes South Jersey Division Board of Directors and is also the Chair for the 2013 Gloucester County March for Babies. Mr. Vail also serves as a member of the People for People Board of Directors, a member of the Community Service Corps Advisory Board, Workforce Investment Board and is currently appointed to the Gloucester County Tourism Board.

Mr. Vail is also very active with his hometown of Glassboro, where he is a former member of the Glassboro Board of Education where he served for 6 years as well as a former President of the Bullock/Rodgers PTA. He also currently serves as member of the Glassboro Rotary and is also the current Chairman of the Glassboro Planning Board and Glassboro Revitalization Group.

Les is very passionate about giving back to the community and has only accepted positions in which he believes in the organization's mission and feels he can be an asset.

LESLIE M. VAIL



WORK EXPERIENCE

12-04 – Present *ADP TotalSource, Mt. Laurel, NJ*

Senior District Manager

A Professional Employer Organization that provides a one-stop shop HR solution to small and mid size companies ranging in employee size from 10 to 250. Sales are generated through strategic referral partnerships with other ADP business units as well as CPA Firms, Chamber of Commerce and aggressive cold calling. As a consultant, I develop my prospects by focusing on their concerns with how they handle HR, Compliance, Risk Management, Employee Benefits, and Payroll. Successfully achieving Presidents Club FY08.

8/03 – 12-04 *INTUIT PAYROLL SERVICES, Cherry Hill, NJ.*

Field Sales Manager

Assisting the Sales Manager with the development and evaluation of a 5 person Sales Team, while maintaining a high level of personal production generated through aggressive cold calling and the formation of strategic referral partnerships with CPA Firms, Banks and Insurance Brokers. Successfully achieving 142% of payroll sales quota for FY04. Ranked #1 in the company with HR Benefit sales and qualified for two Pinnacle Clubs of top producers, earning the distinction of "Rookie of the Year" in my first year.

8/01 – 8/03 *INTERPAY COMPLETE PAYROLL SOLUTIONS / PAYCHEX, Cherry Hill, N.*

District Manager

The sale of payroll services to small and mid-size companies with employee sizes ranging from 1 to 500. Sales were generated through aggressive cold calling and the formation of strategic referral partnerships with Fleet Bank, CPA Firms and Insurance Brokerages. Successfully achieving 225% of 2002 sales quota and qualifying for the companies Medalist Club of top producers. Finished 134% of 2003 annual sales quota and achieving Medalist Club.

8/00 – 8/01 *AVATAR GALLERIES LLC, King of Prussia, PA.*

Auction Operations Manger

Formerly the Heisman Fine Arts Gallery, Inc. A \$5 MM per year fundraising art gallery. Managed a 10 person Sales Team as well managing the Companies entire Distribution Center, which includes, 8 Auction Coordinators, 25 Event Mangers, the copy room, building maintenance and company pager. I personally oversaw the customization of each art auction. Maintain the frameworks for each of our custom shows through our network system. Oversaw the printing of each auction program as well as the up-keep of two Xerox 5800 machines. Scheduling of Event Mangers for art delivery. Area of expertise includes, goal setting, scheduling, negotiations, time management and P&L. Renegotiated contract with Xerox Corp. that resulted in an annual savings of \$25k per year for the company.

1/97 – 8/00 *HEISMAN FINE ARTS GALLERY, INC. King of Prussia, PA.*

Sales Manager

Personally recruited by owner to return and manage the fundraising art galleries sales team. Managing all aspects of a 10 to 14 person sales team with annual revenue of \$5MM from recruitment, sales and product training, development of marketing strategies, tracking and reporting of all sales activities to General Manger. Developed a long range a strategic plan for auction sales. In first 18 months as sales Manger increased sales by 130K

Fundraising Consultant

Working with non-profit organizations on fundraising art auctions. Establishing new relationships using my experience in cold calling and long-term relationship building. Maintain existing accounts and improve their quality. Giving dynamic large group presentations and customized small group consulting sessions. Development of new sales strategies.

- 5/92 - 1/97 ***DESIGN BENEFIT PLANS, INC., King of Prussia, PA.***
District Sales Manager
Sales and service of small group and individual benefit programs. One of three district sales managers in an office of 35 agents. Managing all aspects of a team of 12. Duties include: recruitment, product and sales training, goal setting, marketing and lead generation, while still maintaining a personal client base. Consistently ranked in the top 25 nationally among 300+ District Managers
- Marketing Representative**
Sale and service of small group and individual benefit programs primarily health, retirement disability income and small group and individual life. Established new client relationships while maintaining and improving the quality of existing accounts through customized insurance and financial planning to meet each individual's personal and business needs. Achieving the elite status of the Million Dollar Club with over two million dollars of individual health insurance premium produced and achieving 8 Presidents Clubs
- 5/90 - 5/92
& 81 - 83 ***JOHN HANCOCK FINANCIAL SERVICES, INC. Media, PA.***
Marketing Representative / Financial Planner
Established and maintained new insurance accounts through customized insurance planning to meet a Client's personal and business needs. Successfully applied product knowledge gained through participation in weekly training seminars. Conducted training sessions to update co-workers on newly developed products and computer software. Demonstrated computer aptitude activities such as data entry and analysis for the assessment of client needs.
- 1983 - 1990 ***LEVITZ FURNITURE CORPORATION, Claymont, DE.***
Sales Associate
Retail sales position including high-pressure sales, product demonstration, account calculation and deal closing. Specializing in interior design.

COMPUTER SKILLS

Windows 98, 2000 and XP, Microsoft Word, Microsoft Works, Excel, Power Point, Access, Publisher, Internet, Act, Sales Logix, Siebel, Salesforce

COMMUNITY SERVICE

Gloucester County Chamber of Commerce/ Chairman Board of Directors
Main Street Glassboro/ President
Glassboro Planning Board/ Chairman
Glassboro Rotary Club/ Vice President
People for People/ Board of Directors
Advisory Board Gloucester County Habitat for Humanity
Advisory Board of Community Service Corp of Gloucester County
Former Member Glassboro Board of Education

C1

RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE PRE-APPLICATION FOR THE HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014

WHEREAS, the Rural Housing Service, an agency of the U.S. Department of Agriculture has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2013; and

WHEREAS, Gloucester County is eligible to submit an application for funding to target certain communities within Gloucester County that meet criteria as established by USDA to rehabilitate owner occupied homes of very low income, less than 30% of median income, residents; and

WHEREAS, the Gloucester County Department of Economic Development desires to submit a grant application to the U.S. Department of Agriculture for Housing Preservation Grant funds to rehabilitate owner occupied properties to improve target areas within Gloucester County that might otherwise become sources of blight; and

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

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

WHEREAS, the Gloucester County Department of Economic Development must submit the grant pre-application to the U.S. Department of Agriculture for review, and should said agency approve the pre-application, 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 USDA for the administration of grant program.

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 pre-application with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$50,000.00 from October 1, 2013 to September 30, 2014; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



C1

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Christina Moran

DEPARTMENT: Economic Development

GRANT TITLE: FY2012 USDA Sec. 533 Housing Preservation Grant

DATE: July 9, 2013

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: July 24th 17, 2013

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

GRANT REQUEST FORM

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

DATE: 06/28/2013

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: FY 2012 USDA Sec 533 Housing Preservation Grant

3. GRANT TERM: FROM: 10/01/2013 TO: 09/30/2014

4. COUNTY DEPARTMENT: ECONOMIC DEVELOPMENT

5. DEPT. CONTACT PERSON & PHONE NUMBER: LISA MORINA (856) 384-6930

6. NAME OF FUNDING AGENCY: US Department of Agriculture

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The USDA has issued a NOFA announcing the solicitation of competitive applications under its Housing Preservation Grant Program. This HPG program is a grant program which provides qualified eligible entities to assist very low and low income homeowners in rehabilitating their homes in rural areas.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 08/02/13

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$50,000</u>	
CASH MATCH		<u>\$0</u> (Attach Documentation)
IN-KIND MATCH	<u>0</u>	<u>0</u>
TOTAL PROGRAM BUDGET: <u>\$ 50,000</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES X NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us Yes X No _____

DEPARTMENT HEAD _____

[Handwritten Signature]
 Signature

DATE: 7/1/13

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: July 2, 2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. *[Handwritten Signature]*
Signature
2. *[Handwritten Signature]*
Signature

2013 Housing Preservation Grant Goals and Objectives

The Housing Preservation Grant (HPG) program provides grants to sponsoring organizations for the repair or rehabilitation of low- and very low-income housing. The grants are competitive and are made available in areas where there is a concentration of need.

Those assisted must own very low- or low-income housing, either as homeowners, landlords, or members of a cooperative. Very low income is defined as below 50 percent of the area median income (AMI); low income is between 50 and 80 percent of AMI.

HPG funds received are combined with other programs or funds such as HUD CDBG and HOME funding and used as loans, grants, or subsidies for recipient households based on a plan contained in the application. Funds must be used within a two-year period.

Housing Preservation Grant assistance is available from grantees to assist very-low and low-income homeowners to repair and rehabilitate their homes. Financial assistance provided by the grantee may be in the form of a grant, loan, interest reduction on commercial loans, or other comparable assistance.

The policy goals for the use of funds is to repair or rehabilitate individual housing owned and/or occupied by very low- and low-income rural persons in the form of a zero interest deferred payment loan consistent with the CBDG /HOME Housing Rehabilitation program policy.

It is proposed that an additional 10 units can be rehabilitated in these areas that would produce a significant impact within each community whose population limit of towns served is 20,000.

The grant, if awarded, will cover rehabilitation work as a supplement to the CDBG and HOME program funds.

2013 GLOUCESTER COUNTY BUDGET -Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS

21287 HOMEOWNER REHAB

\$50,000

These funds are used to rehab owner occupied homes for very low and low income families within rural areas whose populations in towns do not exceed 20,000. It is anticipated that 10 homes can be rehabilitated.

DEPARTMENT: ECONOMIC DEVELOPMENT

Form: C-2

DEPARTMENT CODE 1703

Submission Date: June 28, 2013

Revision Date:

C1

GRANT REQUEST FORM

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

DATE: 06/28/2013

1. TYPE OF GRANT
 _____ NEW GRANT
X _____ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: FY 2012 USDA Sec 533 Housing Preservation Grant

3. GRANT TERM: FROM: 10/01/2013 TO: 09/30/2014

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 NAME AMOUNT NAME AMOUNT

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 08/02/13

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$50,000</u>	
CASH MATCH		<u>\$0</u> (Attach Documentation)
IN-KIND MATCH	<u>0</u>	<u>0</u>
TOTAL PROGRAM BUDGET: <u>\$ 50,000</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES X NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us Yes No

DEPARTMENT HEAD _____

Paul Mouna
Signature

DATE: 7/1/13

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: July 2, 2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. *[Signature]*
Signature

2. *[Signature]*
Signature

2013 Housing Preservation Grant Goals and Objectives

The Housing Preservation Grant (HPG) program provides grants to sponsoring organizations for the repair or rehabilitation of low- and very low-income housing. The grants are competitive and are made available in areas where there is a concentration of need.

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2013 GLOUCESTER COUNTY BUDGET -Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS

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\$50,000

These funds are used to rehab owner occupied homes for very low and low income families within rural areas whose populations in towns do not exceed 20,000. It is anticipated that 10 homes can be rehabilitated.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 1703

Form: C-2

Submission Date: June 28, 2013

Revision Date:

C2

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
NECESSARY FOR THE CLOSEOUT OF THE COMMUNITY DEVELOPMENT
BLOCK GRANT-RECOVERY PROGRAM AND THE HOMELESSNESS
PREVENTION AND RAPID RE-HOUSING PROGRAM**

WHEREAS, the County of Gloucester had been allocated additional funding under the American Recovery and Reinvestment Act of 2009 under the Community Development Block Grant (CDBG-R) and Homeless Prevention and Rapid Re-Housing Programs (HPRP); and

WHEREAS, the County passed a resolution on May 6, 2009 authorizing the revision of the County's 2008 Annual Action Plan to the US Department of Housing and Urban Development in order to access these additional Program funds; and

WHEREAS, the County of Gloucester has completed all the activities and expended 100% of the funds allocated under the American Recovery and Reinvestment Act of 2009; and

WHEREAS, pursuant to HUD Notices CPD-12-004 and CPD-12-013, the above referenced federal closeout requirements of each the grants requires certain documents to be executed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester the Freeholder Director of the County of Gloucester is hereby authorized to execute any and all documents necessary for the grant closeout of the ARRA allocations of CDBG-R and HPRP funds and such assurances and/or certifications as required by the US Department of Housing and Urban Development, and any other additional or revised data which may be required for the closeout of said funds.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**GRANT CLOSEOUT AGREEMENT FOR ENTITLEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) PROGRAM
WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

THIS AGREEMENT, made and entered into on the **24th** day of **July, 2013** by and between **County of Gloucester**, PO Box 337, 2 S. Broad Street, Woodbury, NJ 08096, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County" or the "Grantee", and the **US Department of Housing and Urban Development**, 1 Newark Center, Newark, NJ 07102, hereinafter referred to as "HUD".

This agreement sets forth the terms and conditions associated with the closeout of HUD CDBG-R Grant (B-09-UY-34-0109) dated July 29, 2009, and any applicable amendments. The County certifies that, to the best of its knowledge:

1. All activities as authorized by this grant and any applicable amendments have been completed as described in the grantee's final performance report dated October 11, 2012.
2. During the administration of this award, no fraud, waste or mismanagement has occurred in carrying out the approved activities.
3. All grant-financed costs associated with these activities have been incurred.
4. Proper provisions have been made for the payment of all unpaid costs and unsettled third party claims.
5. The Department of Housing and Urban Development is under no obligation to make any payment to the County in excess of the amount identified in the grant agreement.
6. Statements and amounts set forth in the Federal Financial Report (SF-425) are true and accurate as of this date.

Further, the County hereby acknowledges the remaining obligation under the terms of the agreement and agrees as follows:

1. All records and documents pertaining to this grant will be maintained for a period of 4 years after execution of this closeout agreement or the period required by other applicable laws and regulations related to *affirmatively furthering fair housing – 24 CFR 570.506(g)(1)*, *Lead –Based Paint-Poisoning Prevention Act – 24 CFR 570.608*, *Architectural Barriers Act and American with Disabilities Act – 24CFR570.614*, and the *Uniform Relocation Act – 24CFR570.606*.
2. Any real property within the County's control which was acquired or improved in whole or part using CDBG funds in excess of \$25,000 is governed by the principles described in 24CFR570.505.
3. If any rehabilitated property falls within a flood plain, flood insurance coverage must be maintained for the mandatory period for affected property owners.

4. There are no closeout costs or contingent liabilities subject to payment after the execution of this closeout agreement.
5. Submit to HUD a Federal Financial Report using Standard Form 425 upon the completion of the final audit and resolution of any finding.

HUD maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the County. The County acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to HUD may be taken into account by HUD as evidence of unsatisfactory performance, in consideration of future grant awards. Further the County may be required to repay HUD any disallowed costs based on the results of a future audit or monitoring finding.

For Gloucester County,

**Robert M. Damminger
Freeholder Director**

Date

Signature

For the Department of Housing and Urban Development

Annemarie Uebbing, CPD Director

Date

Signature



U.S. Department of Housing and Urban Development
Community Planning and Development

Attachment: C

OMB Approval No. 2506-0193 (exp 1/31/2015)

**Community Development Block Grant – Recovery (CDBG-R) Program
Grantee Closeout Certification**

Grantee Name: County of Gloucester

Grant Number: B-09-UY-34-0109

The Grantee hereby certifies that: (1) the grant as described in the approved application has been performed in accordance with the terms and conditions of the executed Grant Agreement and applicable CDBG-R Grant Award and that there are no known outstanding programmatic or financial issues; and (2) all data provided below fairly reflects costs and sources of funds of the CDBG-R grant and are taken from HUD-approved reports and other project-related documents.

- 1. Grant amount authorized. \$ 430,246.
- 2. Cumulative grant funds disbursed. \$ 430,246.
(Grantee should draw down amounts for any final audit costs or unsettled third party claims. Any such amounts not subsequently disbursed must be immediately reimbursed to HUD.)
- 3. Grant funds recaptured previously \$ -0-
- 4. Balance of grant funds to be recaptured. \$ -0-
(These funds will be recaptured by HUD in order for the funds to be returned to the U.S. Treasury.)

Grantee Authorized Representative's Signature and Date

CPD Division Director Signature and Date

Typed Name of Signatory

Typed Name of Signatory

Title

Title

The above signature by HUD signifies approval of grant closeout.

HUD Form 40156 (1/2012)



U.S. Department of Housing and Urban Development
Community Planning and Development

Attachment: D

OMB Approval No. 2506-0193 (exp 1/31/2015)

CDBG-R Closeout Checklist

For the purposes of expediting the grant closeout process, HUD asks applicants to submit the following checklist.

Grantee Name <i>Gloucester County</i>	Grant Number <i>B-09-WY-340109</i>
Official Contact Person <i>Christina Moran</i>	Telephone Number <i>856-384-6867</i>
Email Address <i>CMoran@Co.GloucesterNJ.us</i>	Fax Number <i>856-384-6938</i>
DUNS NUMBER <i>957362247</i>	

1. Program Income

- Is there any program income on-hand at the time the close out agreement is signed? Yes No
If yes, explain:

2. CDBG-R Activities

- Are any of the activities ineligible under the Recovery Act, including swimming pools, golf courses, zoos, aquariums, and casinos or other gambling establishments? Yes No If yes, explain:
- Are any of the activities ineligible under the regular CDBG program or do any of the activities provide insufficient public benefit per 24 CFR 570.209(b)(3) or 24 CFR 570.482(f)(4)?
Yes No If, yes explain:
- Do any activities contradict with any of the provisions in President Obama's *Ensuring Responsible Spending of Recovery Act Funds* Memo, including the section on *Avoiding Funding of Imprudent Projects*? Yes No If yes, explain:
- Any unused grant funds cancelled by HUD? Yes No If yes, explain:

3. Draw Downs

- Evidence that no more than 10% of the grant amount was spent on administration and planning? Yes No If no, explain:
- Evidence that no more than 15% of the grant amount was spent on public services? Yes No If no, explain:
- Evidence that at least 70% of the grant amount principally benefitted persons of low- and moderate-income? Yes No If no, explain:
- Did grantee commingle regular CDBG and CDBG-R funds? Yes No If yes, explain:
- If applicable, did the activities identified meet the public benefit standard underwriting guidelines as described in 24 CFR 570.209 (a) for entitlements grantees and 24 CFR 570.482(e) for states
Yes No If no, explain:

HUD Form 40157 (1/2012)



U.S. Department of Housing and Urban Development
Community Planning and Development

4. Activity Eligibility and Meet a National Objective

OMB Approval No. 2506-0193 (exp 1/31/2015)

- Are all activities eligible and does each activity meets a national objective? Yes No If no, explain

5. Audits

- Did the grantee have any open audits prior to CDBG-R allocation? Yes No if yes explain
- Did the grantee make reviews and audits of subrecipients and/or state recipients? Yes No if no explain

6. Monitoring

- Does the grantee have any open monitoring findings? Yes No if yes explain

7. Reporting Systems

- Are all quarterly reports current and accurate in Federal Reporting? Yes No if no explain
- Did grantee report on the number of jobs created or retained for each activity carried out? Yes No if no explain
- Did the grantee report on the name, location, and contact information for the entity that carried out each activity? Yes No if no explain
- Does the RAMPS data system indicate that the environmental review is complete? Yes No if no explain
- Did the grantee indicate that the grant is complete in Federal Reporting? Yes No if no explain

8. Certifications

- Did the grantee adhere to all certifications regarding the applicable provisions of the CDBG-R Notice? For example, Buy American provisions, Affirmatively Furthering Fair Housing, Section 3, Lead-based paint procedures. Yes No if no explain

GRANTEE

By:

Grantee Authorized Representative's Signature

Date

HUD Form 40157 (1/2012)

Appendix A

Homelessness Prevention and Rapid Re Housing (HPRP) Program
Grantee Closeout Certification

Grantee Name: Gloucester County
Grant Number: S09-UY-340015

The Grantee hereby certifies that: (1) the grant as described in the approved substantial amendment has been performed in accordance with the terms and conditions of the executed HPRP Grant Agreement; and (2) the amounts below are accurate and can be supported by the grantee's HUD-approved reports and other HPRP-related documents.

- 1. Grant amount authorized: \$ 581,762.
- 2. Total grant funds expended: \$ 581,762.
- 3. Balance of grant funds to be recaptured: \$ -0-
(These funds will be recaptured by HUD in order for the funds to be returned to the U.S. Treasury.)

Grantee Authorized Representative's
Signature and Date

CPD Director Signature and Date

Robert M. Damminger

Typed Name of Signatory

Typed Name of Signatory

Freeholder Director

Title

Title

The above signature by the HUD official acknowledges receipt of this form.

C3

RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENTS FOR PUBLIC SERVICE PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2014: GLOUCESTER COUNTY BOYS & GIRLS CLUB IN AN AMOUNT NOT TO EXCEED \$30,000.00; GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM IN AN AMOUNT NOT TO EXCEED \$40,000.00; FOOD BANK OF SOUTH JERSEY IN AN AMOUNT NOT TO EXCEED \$40,000.00; NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION IN AN AMOUNT NOT TO EXCEED \$10,000.00; CENTER FOR FAMILY SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000.00; AND ROBIN'S NEST, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds to be used in conjunction with a Community Development Program as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application, has provided certain assurances and certifications to HUD as required by the Act and by HUD; and

WHEREAS, the County requested proposals via RFP 013-033 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the subrecipients located within the County; and

WHEREAS, the contract shall be for estimated units of service, on an as-needed basis for the term beginning September 1, 2013 and terminating August 31, 2014 pursuant to the proposals submitted by the Vendors; therefore, these contracts are open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds are required at this time, and continuation of the contracts beyond December 31, 2014 is conditioned upon the approval of the 2014 Gloucester County Budget; and

WHEREAS, each subrecipient has proposed the following activities to be carried out pertinent to an approved Public Services Activity with the use of CDBG funds:

- **Gloucester County Boys & Girls Club** for the provision of Educational Programs for Children and for expansion of services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$30,000.00; and
- **Glassboro Board of Education "Genesis" Program** for the provision of Educational Programs for Children and for expansion of services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$40,000.00; and
- **Food Bank of South Jersey** for the provision of Nutritional Programs for Children relative to the Community Development Block Grant Program in the amount not to exceed \$40,000.00
- **Newfield Terrace Community Action Organization** for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$10,000.00; and
- **Center for Family Services** for the provision of Youth and Childcare Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00; and
- **Robin's Nest, Inc.**, for the provision of Children's Mental Health Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00.

WHEREAS, each Agreement shall be for a term commencing September 1, 2013 and terminating August 31, 2014.

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 agreements with various subrecipients set forth above to administer CDBG funds each for a period of one year, beginning September 1, 2013 and ending August 31, 2014 in the amounts specified.

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



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DIELLA, CLERK

CB



**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, Purchasing
Date: July 17, 2013
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 013-033 for
Public Services for the Department of Economic Development



**DEPARTMENT OF
PURCHASING**

**DIRECTOR
Peter M. Mercanti**

2 South Broad St., 2nd Fl.
P.O. Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Department of Human Services 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 by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Lisa Morina, Director of Economic Development, Christina Moran, Division Head of Community Development and Brian Carey, Senior Program Analyst, Economic Development. 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 April 26, 2013 the specifications were advertised and on May 30, 2013 the requests for proposal were opened. The County received seven (7) proposals.

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 awards of contract be awarded to the following vendors for their services:

- 1. Gloucester County Boys and Girls Club – Woodbury Programs**
- 2. Glassboro Public Schools – Genesis**
- 3. Food Bank of South Jersey – KidsCafe/ KidzPack/SnackZone**
- 4. Newfield Terrace Community Action Organization – Mentor/After School Program**
- 5. Center For Family Services – Together Youth Shelter – Get Fit**
- 6. Robin's Nest, Inc – Danellie Center PCIT program**
- 7. St. James Christian Church – Rejected for non-responsive**

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

- 1. Gloucester County Boys and Girls Club:** The vendor submitted all required documentation as required.
Score: 10 points
- 2. Glassboro Public Schools – Genesis:** The vendor submitted all required documentation as required.
Score: 10 points
- 3. Food Bank of South Jersey:** The vendor submitted all required documentation as required.

Score: 10 points

4. Newfield Terrace Community Action Organization: The vendor submitted all required documentation as required.

Score: 10 points

5. Center For Family Services – Together Youth Shelter: The vendor submitted all required documentation as required.

Score: 10 points

6. Robin's Nest – Danellie Counseling Center-PCIT: The vendor submitted all required documentation as required.

Score: 10 points

RELEVANCE AND EXTENT OF QUALIFICATIONS, EXPERIENCE AND TRAINING OF PERSONNEL TO BE ASSIGNED:

1. Gloucester County Boys and Girls Club: Consensus of the committee was that the vendor delineated the required certifications, experience and training to provide the services to the clients.

Score: 9

2. Glassboro Public Schools: Consensus of the committee was that the vendor provided the required teacher certifications, experience and training to provide the services to the children as well as licensing of facilities and staff.

Score: 9

3. Food Bank of South Jersey: Consensus of the committee was that the vendor provided the required experience and training to provide the services described.

Score: 9

4. Newfield Terrace Community Action Organization: Consensus of the committee was that the vendor provided the required experience and training to provide the services described.

Score: 9

5. Center For Family Services – Together Youth Shelter: Consensus of the committee was that the vendor provided the required teacher certifications, experience and training to provide the services to the children as well as licensing of facilities and staff.

Score: 9

6. Robin's Nest – Danellie Counseling Center-PCIT: Consensus of the committee was that the vendor delineated the required certifications, experience and training to provide the services to the clients.

Score: 9

COLLABORATION WITH OTHER AGENCIES – CLEAR DESCRIPTION OF WORKING RELATIONSHIPS:

1. Gloucester County Boys and Girls Club: Consensus of the committee was that the vendor has a strong working relationship with other organizations as well as educational institutions. They collaborate with other supportive service agencies to connect students to appropriate services.

Score: 14

2. Glassboro Public Schools: Consensus of the committee was that the vendor has a strong working relationship with educational institutions and partnership with social service agencies. They collaborate with other supportive service agencies to connect children and parents to appropriate support services.

Score: 15

3. Food Bank of South Jersey: Consensus of the committee was that the vendor has a strong working relationship with school districts and support social service and nutritional agencies to ensure services and outreach appropriate to children.

Score: 15

4. Newfield Terrace Community Action Organization: Consensus of the committee was that the vendor has a strong working relationship with community leaders and residents and support social service agencies to ensure services and outreach appropriate to children.

Score: 14

5. Center For Family Services – Together Youth Shelter: Consensus of the committee was that the vendor has a strong working relationship with educational institutions and partnership with social service agencies. They collaborate with other supportive service agencies to connect children and parents to appropriate support services.

Score: 15

6. Robin's Nest – Danellie Counseling Center-PCIT: Consensus of the committee was that the vendor has a strong working relationship with educational institutions and partnership with social service agencies. They collaborate with other supportive service agencies to connect children and parents to appropriate support services.

Score: 15

MEETING CDBG NATIONAL OBJECTIVE TO BENEFIT LOW-MODERATE INCOME PERSONS (AT LEAST 51% OF CLIENTS SERVED MUST BE LOW-MOD):

1. Gloucester County Boys and Girls Club: Consensus of the committee was that the vendor has methods in place to ensure that income verification is completed and targeting clients with high percentage of low income residents.

Score: 14

2. Glassboro Public Schools: Consensus of the committee was that the vendor targets pre-certified low income residents to provide the services. 100% of children are low income beneficiaries.

Score: 15

3. Food Bank of South Jersey: Consensus of the committee was that the vendor targets pre-certified low income residents to provide the services. 100% of children are low income beneficiaries.

Score: 15

4. Newfield Terrace Community Action Agency: Consensus of the committee was that the vendor targets pre-certified low income residents to provide the services.

Score: 14

5. Center For Family Services – Together Youth Shelter: Consensus of the committee was that the vendor targets pre-certified low income residents to provide the services. 100% of youth are low income beneficiaries.

Score: 15

6. Robin's Nest – Danellie Counseling Center-PCIT: Consensus of the committee was that the vendor targets pre-certified low income residents to provide the services. 100% of children are low income beneficiaries.

Score: 15

REASONABLENESS OF COST PROPOSAL DEMONSTRATING MATCHING FUNDS/LEVERAGING:

1. Gloucester County Boys and Girls Club: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging.

Score: 22

2. Glassboro Public Schools: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging.

Score: 20

3. Food Bank of South Jersey: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging with all costs directed to program/product services.

Score: 23

4. Newfield Terrace Community Action Organization: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging.

Score: 19

5. Center For Family Services – Together Youth Shelter: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging.

Score: 20

6. Robin's Nest – Danellie Counseling Center-PCIT: Consensus of the committee was that the proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The proposal reflected sustainability with detailed budget indicating consistent match and/or leveraging.

Score: 20

PROGRAM PERFORMANCE MEASUREMENT – NUMBER OF BENEFICIARIES SERVED FOR FUNDING REQUESTED

1. Gloucester County Boys and Girls Club: Consensus of the committee was that the vendor has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor had a good track record of demonstrating increasingly sustained service to beneficiaries.
Score: 24

2. Glassboro Public Schools: Consensus of the committee was that the vendor has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor consistently demonstrates service to the higher risk population and had a good track record of direct support to its clients/beneficiaries.
Score: 20

3. Food Bank of South Jersey: Consensus of the committee was that the vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs. The consensus was that the vendor demonstrated service to the high risk populations and had a good track record within its other similar programs.
Score: 23

4. Newfield Terrace Community Action Organization: Consensus of the committee was that the vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs. The consensus was that the vendor demonstrated service to the high risk populations and had a good track record within its program.
Score: 21

5. Center For Family Services – Together Youth Shelter: Consensus of the committee was that the vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs. The consensus was that the vendor demonstrated service to the high risk populations and had a good track record within its other similar programs.
Score: 21

6. Robin's Nest – Danellie Counseling Center-PCIT: Consensus of the committee was that the vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs. The consensus was that the vendor demonstrated service to the high risk populations and had a good track record within its other similar programs.
Score: 21

TOTAL SCORES

1. Gloucester County Boys and Girls Club – Programs

Total: 93

2. Glassboro Public Schools – Genesis

Total: 87

3. Food Bank of South Jersey – KIDS CAFÉ & KIDZPACK

Total: 95

**4. Newfield Terrace Community Action Organization – Mentor
Program-Family Support**

Total: 86

5. Center For Family Services – Together Youth Shelter

Total: 88

6. Robin's Nest, Inc – Danellie Center PCIT program

Total: 88

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: **\$30,000.00**
GC AGREEMENT NO: **CD-13-PS#1**

CB

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
THE BOYS & GIRLS CLUB OF GLOUCESTER COUNTY**

THIS AGREEMENT, made and entered into on the **1st** day of **September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **BOYS & GIRLS CLUB OF GLOUCESTER COUNTY**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Boys & Girls Club of Gloucester County** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

The Subrecipient shall ensure that the numbers, background and qualifications of the Subrecipient's staff providing any related services at all times are the appropriate for the enrolled client population at the facility and meet at least the minimum standards established by the pertinent licensing bodies.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

The Subrecipient shall maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. This will include all requirements for lead based paint testing and abatement, as necessary. The facilities must be handicapped accessible, and organized into separate areas appropriate for each age groupings being served.

The Subrecipient shall conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate income community of the availability of the fully-subsidized client slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped accessible.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to

the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2014**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in

Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.

- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

BOYS & GIRLS CLUB OF GLOUCESTER COUNTY

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 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;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 thirty (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.
8. 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)

BOYS & GIRLS CLUB OF GLOUCESTER COUNTY
 PO Box 742
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **The Boys & Girls Club of Gloucester County**
Activity Name: **Boys & Girls Club**
Activity Number: **CD-13-PS#1**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$30,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

The Boys & Girls Club of Gloucester County is requesting funding assistance to help with "Expansion of Services". The agency's mission is to inspire and enable all young people, especially those that need the most assistance in reaching their full potential as responsible, productive, caring adults. The Boys & Girls clubs of Gloucester County will serve the entire County but its current membership is primarily Glassboro, Paulsboro and expanding to Woodbury. Boys & Girls Clubs of Gloucester County has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The Gloucester County YSC data indicates the need for the expansion of services into the Woodbury community with a new location accessible to all children and the expansion of space at the Paulsboro location to create a Teen Center. Woodbury has expressed a need for a Boys & Girls Club due to limited programs for youth 6-12 and almost no non school program for 13-17 year old and more than 50% of the population is below the poverty line as per school data. The teen center anticipates to serve 50 teens per day at the start of the program, build an average daily attendance to 75 additional teens and 200 additional teen youth. In the Woodbury expansion, they anticipate a membership of 40 youth and an annual membership of 160 after one year.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: \$20,000.00
GC AGREEMENT NO: CD-13-PS#2

03

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
CENTER FOR FAMILY SERVICES**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **CENTER FOR FAMILY SERVICES**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Center for Family Services** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2014**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

CENTER FOR FAMILY SERVICES

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 enforcing applicable State and local laws against physically barring entrance to or or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and officer or employee of Congress, or and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 thirty (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.
8. 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)

Center for Family Services
 301 Greentree Road
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Center for Family Services**
Activity Name: **Together Youth Shelter**
Activity Number: **CD-13-PS#2**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

Center for Family Services Together Youth Shelter provides services to youth between the ages of 9 and 18, (19 year olds are considered if appropriate and still in high school or an educational program) as well as their families. These services include emergency shelter; individual, group and family counseling; medical services; and advocacy with a variety of agencies. In addition, services include food and clothing, recreation, and information and referrals. There is no fee for services. CFS also offers Street Outreach Services for homeless youth and an after school program, the Family Support Center, for Gloucester County youth and their families. The CFS Together Youth Shelter has been in operation since 1976 and has provided services to the Gloucester County since 1980. The projects mission is to improve homeless youth's access to and understanding of healthy recreation and nutrition habits through the development of positive pro-social activities that will promote healthy relationships, community service, and leadership development.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: \$40,000.00
GC AGREEMENT NO: CD-13-PS#5

3

AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM

THIS AGREEMENT, made and entered into on the **1st day of September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County", and the **GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

The Subrecipient shall ensure that the numbers, background and qualifications of the Subrecipient's staff providing any related services at all times are the appropriate for the enrolled client population at the facility and meet at least the minimum standards established by the pertinent licensing bodies.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

The Subrecipient shall maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. This will include all requirements for lead based paint testing and abatement, as necessary. The facilities must be handicapped accessible, and organized into separate areas appropriate for each age groupings being served.

The Subrecipient shall conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate income community of the availability of the fully-subsidized client slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped accessible.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to

the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2014**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in

Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.

- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

**GLASSBORO BOARD OF EDUCATION
"GENESIS" PROGRAM**

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 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;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and officer or employee of Congress, or and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 thirty (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.
8. 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)

Glassboro Board of Education "Genesis" Program
 J. Harvey Rodgers
 301 Georgetown Road
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 3

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Glassboro Board of Education "Genesis" Program**
Activity Name: **"Genesis" Program**
Activity Number: **CD-13-PS#5**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$40,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

Genesis is program to enhance learning and learning readiness for socio-economically disadvantaged children and their parents. Since its inception, the program focused on children and parents from birth to 5 years old. This past year the program was evaluated and it was determined that more children throughout the Borough who also live in public assisted housing living at or below the poverty level, can benefit from Genesis if the program was restructured and relocated. So starting this September, the Genesis Program will be conducted out of the J. Harvey Rodgers school and will only accept 3 year olds. This change will directly impact up to 30 three year olds throughout the Borough increasing its audience by approximately 60%. The program will offer an AM and PM Preschool program, 5 days a week. In addition, the instructional coaches will provide training to parents in methods to better support this learning for their children at home. The Parent Institute, new to this proposal in the upcoming year, will provide programs in the evening to parents designed to enhance their capability to impact their child's learning in many inter-related areas such as phonics, reading, numeration, comprehension, nutrition, character education, problem solving, and physical wellness. The term of this agreement is September 1, 2013 through August 31, 2014.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: \$10,000.00
GC AGREEMENT NO: CD-13-PS#4

C3

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Newfield Terrace Community Action Organization** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

The Subrecipient shall ensure that the numbers, background and qualifications of the Subrecipient's staff providing any related services at all times are the appropriate for the enrolled client population at the facility and meet at least the minimum standards established by the pertinent licensing bodies.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

The Subrecipient shall maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. This will include all requirements for lead based paint testing and abatement, as necessary. The facilities must be handicapped accessible, and organized into separate areas appropriate for each age groupings being served.

The Subrecipient shall conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate income community of the availability of the fully-subsidized client slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped accessible.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to

the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2014**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in

Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.

- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

**NEWFIELD TERRACE COMMUNITY
ACTION ORGANIZATION**

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 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;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 thirty (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.
8. 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)

Newfield Terrace Commnnity Action Organization
 126 New Jersey Avenue
 Newfield, NJ 08344

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature -- President

Typed Name -- President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name -- Person Attesting Signature by President

Title -- Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Newfield Terrace Community Action Organization**
Activity Name: **Youth Program**
Activity Number: **CD-13-PS#4**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$10,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

Newfield Terrace Community Action Organization is a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin. The program has been established to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes. Newfield Terrace Community Action Organization provides structured after-school programs featuring educational, technology, social and recreational programs that provide alternatives to the threat of drugs and gang-related activities. The program is an academic extension of the school day beginning at 3:30 p.m. and ending at 6:30 p.m. Monday through Friday. They have approximately 25 children of all ages that take advantage of the after school program. The program also schedules a "lock-in" from 6pm to 11pm on the weekends, once a month. The activities consist of music, food and games and require that someone (parent or guardian) drop off and pick the children up. Newfield Terrace is requesting funding for expenses related to the operation of the youth program for materials, maintenance, utilities and fees. The term of this agreement is September 1, 2013 through August 31, 2014.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C3

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: \$20,000.00
GC AGREEMENT NO: CD-13-PS#6

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
ROBIN'S NEST, INC.**

THIS AGREEMENT, made and entered into on the **1st day of September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and **ROBIN'S NEST INC.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Robin's Nest, Inc.**, for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2014**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

ROBIN'S NEST, INC.

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 enforcing applicable State and local laws against physically barring entrance to or or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and officer or employee of Congress, or and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 I;
4. Notifying the employee in the statement required by paragraph I 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 thirty (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.
8. 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)

Robin's Nest, Inc.
42 S. Delsea Drive
Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Robin's Nest, Inc.**

Activity Name: **Parent-Child Interaction Therapy (PCIT)**

Activity Number: **CD-13-PS#6**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

Robin's Nest, Inc., will be funded for the implementation of its Parent-Child Interaction Therapy Program to provide counseling services to 50 children from between the ages of 2 and 8 residing in low-moderate income households. These services include 16 sessions for each child with a Masters level therapist that focuses on improving the quality of the parent child relationship in order to reduce symptoms of Oppositional Defiant Disorder, Attention Deficit Hyperactivity Disorder and Conduct Disorder. There are numerous studies supporting PCIT as an effective evidenced based intervention for disruptive disorders in young children. All activities will be performed through the Danellie Counseling Center of Robin's Nest. Robin's Nest, Inc., has been in operation since 1968 providing its children advocacy services to the residents of Gloucester County.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: \$40,000.00
GC AGREEMENT NO: CD-13-PS#3

03

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
FOOD BANK OF SOUTH JERSEY**

THIS AGREEMENT, made and entered into on the **1st day of September, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **FOOD BANK OF SOUTH JERSEY**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Food Bank of South Jersey** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2014.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

- A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process; and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement,

the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **August 31, 2014**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's

independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

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

FOOD BANK OF SOUTH JERSEY

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act 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, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It 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 enforcing applicable State and local laws against physically barring entrance to or or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. 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, and officer or employee of Congress, or an employee of any 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;
2. 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, and officer or employee of Congress, or and 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
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) 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 program's; 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 thirty (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.
8. 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)

Food Bank of South Jersey
 1501 Tipton Blvd
 Pennsauken, NJ 08110

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient 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 Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal 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 charges with the responsibility to determine violations of the 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 Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Food Bank of South Jersey**

Activity Name: **Kids Café, KidzPack & Cooking Matters**

Activity Number: **CD-13-PS#3**

ACTIVITY DESCRIPTION

The total **PY 2013/2014 CDBG** budget for this activity shall not exceed **\$40,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2014**.

The Food Bank of SJ is a non-profit and Community based organization which will offer 3 nutrition programs, KidzCafe, KidzPak and Cooking Matters to low income children. All programs are age appropriate for children between 6 and 18 years of age. The target areas where these programs will take place are at the Paulsboro Boys and Girls Club, Glassboro Boys and Girls Club, Repauno Child Development Center, Gloucester County YMCA, and Clayton Place. The Food Bank of SJ with its nutritional programs KidzCafe and KidzPak serve approximately 680 children and that number continues to climb due to the growing number of food insecure children living in Gloucester County living on or below the federal poverty level.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C4

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF WOODBURY FOR PAVING ALONG WOODBURY GLASSBORO ROAD BY THE COUNTY

WHEREAS, the City of Woodbury (hereinafter the "Woodbury") in the County of Gloucester (hereinafter the "County") has installed new water main which runs under County owned Woodbury Glassboro Road; and

WHEREAS, County as owner of Woodbury Glassboro Road has permitted the relocation of the water main (hereinafter the "Project") and is requiring the repaving of Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass; and

WHEREAS, Woodbury has the need for supervision and scheduling of milling and paving of Woodbury Glassboro Road upon completion of the Project by the County through its Department of Public Works, Highway Yearly Paving Program; and

WHEREAS, the County and Woodbury desire to enter into a Shared Services Agreement regarding the repaving of Woodbury Glassboro Road between Woodland Avenue and the Turnpike overpass upon completion of the Project with an amount of \$134,540.00 to be paid by Woodbury to the County upon completion, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act").

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Shared Services Agreement attached hereto between the County and the City of Woodbury providing for the County, through its Public Works Department, Highway Division Yearly Paving Program, to provide supervision and scheduling of milling and paving of Woodbury Glassboro Road upon completion of the Project; with the City of Woodbury to contribute \$134,540.00 to the County toward the cost of milling and paving of Woodbury Glassboro Road between Woodland Avenue and the Turnpike overpass.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

**SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF GLOUCESTER AND THE CITY OF WOODBURY FOR
PAVING ALONG WOODBURY GLASSBORO ROAD**

This Uniform Shared Services Shared Agreement ("Shared Services Agreement") dated this 24th day of July 2013, by and between the **City of Woodbury**, with offices at 33 Delaware Street (PO Box 180), Woodbury, New Jersey 08096 (hereinafter the "Woodbury"), 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

WHEREAS, Woodbury, which is located in the County, has need for supervision and scheduling of milling and paving of Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass upon completion of installation of a new water main by Woodbury (hereinafter the "Project"); and

WHEREAS, the County, through its Department of Public Works, Highway Division Yearly Paving Program, has the capacity to provide such supervision and scheduling of milling and paving for Woodbury in order to construct and complete the Project; and

WHEREAS, Woodbury has requested to the County that it provide the supervision and scheduling of milling and paving of the County owned road and thereby to construct and complete upon completion of the Project; and

WHEREAS, the County is willing and able to supply the supervision and scheduling of milling and paving required by Woodbury to repave Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass upon completion of installation of a new water main by Woodbury; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and fire districts, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The County will provide to Woodbury the supervision and scheduling for the Project, which will include the construction and completion of the Project by the County's Department of Public Works, Highway Division Yearly Paving Program. The County reserves its right to recall the supervision and scheduling of milling and paving that are being used to construct the Project at any time in its sole discretion if the County should require for its own use.

The County will endeavor to construct and complete the Project on or before December 1, 2013, so that the scheduling of the work to construct and complete the Project shall be in the County's sole discretion. The County will provide written notice to Woodbury of the date on which it intends to commence repaving of Woodbury Glassboro Road.

Woodbury shall be responsible to obtain, including the cost of, any police service required of and from the City's Police Department for traffic control and detours at, or in the area of, the Project, while the County is undertaking to construct and complete the Project.

Woodbury shall also be responsible to obtain, including any costs for, any and all required inspections and certificates of approval and/or occupancy for the work on the Project.

B. PAYMENT FROM WOODBURY TO COUNTY.

Woodbury shall make payment to the County within thirty (30) days of its receipt of written notice from the County after completion of the work on the Project of \$134,540.00 to the County. The County will send a written invoice to Woodbury detailing the supervision and scheduling used by the County upon completion of the Project, as provided herein, which shall be paid by Woodbury to the County within thirty (30) days of Woodbury's receipt of same.

C. DURATION OF AGREEMENT.

This Agreement shall be effective July 24, 2013, and conclude on the later of: (1) Woodbury making payment in full hereunder to the County, as provided hereunder, for completion of the work on the Project, or (2) December 1, 2013.

D. LIMITATION OF DELEGATION AND LIABILITY; INDEMNIFICATION; INSURANCE.

Neither County nor Woodbury intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's providing the supervision and scheduling of milling and paving to complete the Project, as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, Woodbury and the County hereby specifically agree to indemnify and hold the other 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 them and/or any of their agents, servants or employees in connection with the Project, which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused, nor shall the County be liable in any other way for performance of the Project once complete; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising

from, related to, or in connection with, the supervision and scheduling of milling and paving used for or any work constructed as part of, the Project.

Woodbury and the County both represent that both maintain General Liability and all other necessary and appropriate insurances regarding the Project. Simultaneously with the execution of this Shared Services Agreement, Woodbury and the County shall each provide to the other Certificates of Insurance for the relevant policies, and shall provide that each is named as an additional insured on the others policies. The said insurance policies and coverages shall be satisfactory to the County and Woodbury in their sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

Woodbury and the County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the Project described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding the Project.

F. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

G. 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, Woodbury, and its 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.** Woodbury and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

H. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 24th 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 Woodbury 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. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CITY OF WOODBURY

BY: _____
WILLIAM J. VOLK, MAYOR

05

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH SOUTH STATE, INC., IN THE AMOUNT OF \$94,982.76

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County," Engineering Project #08-04SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on November 20, 2012 to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road-PO Box 68, Bridgeton, NJ 08302 in the amount of \$2,136,263.00 (hereinafter the "Contract"); and

WHEREAS, the Contract was previously revised by the County by Resolution on May 22, 2013 through Change Order #01-Increase in the amount of \$48,526.87; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order, Change Order #02-Increase, which will increase the total amount of the Contract with South State by \$94,982.76, resulting in a new total contract amount of \$2,279,772.63; and

WHEREAS, the said change order is necessitated by various increases and decreases in contract quantities including supplemental items for flowable fill, the relocation of an existing forcemain and PVC-coated chain link fence; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #02-Increase with South State in the amount of \$94,982.76, pursuant to C.A.F. #13-06282, which amount shall be charged against budget line item C-04-08-012-165-13224.

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

1. The hereinabove referenced Change Order #02-Increase to increase the County's Contract with South State for the Project in the amount of \$94,982.76, resulting in a new total adjusted contract amount of \$2,279,772.63, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

65

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman & Mantua Township, Gloucester County
- 3. Date of Original Contract: November 20, 2012
- 4. P.O. Number: 12-09515
- 5. Amount of Original Contract: \$2,136,263.00
- 6. Amount of Previously Authorized Change Order (Change Order 1) \$48,526.87
- 7. Amount of this Change Order No. 2: \$94,982.76
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,279,772.63

9. Need or Purpose of this Change Order: There was an unavoidable conflict with the proposed storm pipe and an existing forcemain. The forcemain needed to be relocated. Flowable fill is being used in a storm pipe scheduled to be abandoned in place beneath existing concrete and asphalt roadway. There were materials encountered that during excavation that were hauled offsite to a regulated facility. Additional Police Hours and quantity is needed for various items.

This change order requested by [Signature] on 7-10-13
(Department Head) (Date)

Accepted by [Signature] on 7/2/13
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

05

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 2
Division of Local Aid and Economic Development

Project	<u>Intersection Improvements to Woodbury Glassboro Road</u>
Municipality	<u>Borough of Pitman & Mantua Township</u>
County	<u>Gloucester</u>
Contractor	<u>South State Inc.</u>

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required) -
 Flowable fill is required to fill a storm pipe that was abandoned in place under existing pavement.
 During storm installation, an unavoidable conflict with an existing forcemain was encountered. The forcemain needed to be relocated as a result.
 Materials encountered during gabion excavation were hauled offsite to a regulated disposal facility.
 Additional quantity is required on Police, Gabion & Erosion Control Matting.

Item No.	Description	Quantity (+/-)	Unit Price	Amount
Extras				
Item #	Description	Quantity(+)	Unit	Amount
17	Police Traffic Directors	+ 300 HOUR	\$ 60.00	\$ 18,000.00
49	Gabion Wall	+ 198 C.Y.	\$ 200.00	\$ 39,600.00
97	Erosion Control Matting	+ 322 S.Y.	\$ 4.00	\$ 1,288.00
101	Excavation, Regulated Material	+ 81 C.Y.	\$ 100.00	\$ 8,100.00
102	Disposal of Regulated Materials	+ 81.99 TON	\$ 200.00	\$ 16,398.00
Total Extra:				\$ 83,386.00
Reductions				
Item #	Description	Quantity(+)	Unit	Amount
50	Chain-Link Fence, 4' High	- 100 L.F.	\$ 30.00	\$ (3,000.00)
Total Reductions:				\$ (3,000.00)
Supplemental				
Item #	Description	Quantity(+)	Unit	Amount
S-4	Flowable Fill	+ 1 L.S.	\$ 2,621.76	\$ 2,621.76
S-5	Forcemain Relocation	+ 400 L.F.	\$ 15.50	\$ 6,200.00
S-6	PVC Coated 4' High Chain Link Fence	+ 125 L.F.	\$ 46.20	\$ 5,775.00
Total Supplemental:				\$ 14,596.76

Amount of Original Contract	\$ 2,136,263.00	Extra	\$ 83,386.00
Adjusted Contract w/ Change Order #1	\$ 2,184,789.87	Supplemental	\$ 14,596.76
Change Order #2	\$ 94,982.76	Reduction	(\$ 3,000.00)
Adjusted Amount Based on Change Order #1 & #2	\$ 2,279,772.63	Total Change	\$ 94,982.76
% Change in Contract	6.29%		
(+) Increase or (-) Decrease	(+ Increase)		

 (Engineer)	7/1/13 (Date)	Approved: _____ (District Engineer) (Bureau of Local Aid)	_____ (Date)
Robert M. Dammlinger, Freeholder Director  (Contractor)	_____ (Date)	7/2/13 (Date)	_____ (Date)

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

C5

Certificate of Availability of Funds

TREASURER'S NO. 13-06282 DATE July 11, 2013

C-04-08-012-165-13224 (\$94,982.76)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$94,982.76) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION:

Contract Change Order #02-Increase for various increases and decreases in contract quantities including supplemental items for flowable fill, the relocation of an existing forcemain and PVC-coated chain link fence, in association with the project "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, CR635 & Tylers Mill Road, Mantua Township, Gloucester County," Engineering Project #08-04SA

VENDOR: South State, Inc.

ADDRESS: PO Box 68

Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL

Vincent M. Vottaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-17-13

Meeting Date: July 24, 2013

C6

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #02 TO FEDERAL AID AGREEMENT #09-DT-BLA-509 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$73,208.09

WHEREAS, the Board of Chosen Freeholders adopted a Resolution on December 30, 2009 authorizing the execution of Federal Aid Agreement # 09-DT-BLA-509 in the total amount of \$852,080.00 with the NJ Department of Transportation (hereinafter "NJDOT") for the County road improvement project known as the "Countywide Traffic Signal Pedestrian Retrofit, Gloucester County," Federal Project # FS-B00S (826), Engineering Project #09-03FA (hereinafter the "Agreement"); and

WHEREAS, a first modification to the Agreement to increase the total amount of same by \$20,542.33, resulting in the new total agreement amount of \$872,622.33, was approved by a Resolution of the Board of Chosen Freeholders on August 18, 2010; and

WHEREAS, a second modification to the Agreement is necessary, which will increase the total amount by \$73,208.09, resulting in the new total agreement amount of \$945,830.42 and;

WHEREAS, all other terms and provisions of original Agreement not 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 that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Agreement Modification No. 02 for Federal Aid Agreement #09-DT-BLA-509 with the NJDOT to increase the Agreement by \$73,208.09 for a new total amount of \$945,830.42; and

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement # 09-DT-BLA-509 shall remain in full force and affect.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,

DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D1.

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE PROVISION OF THE ADULT PROTECTIVE SERVICES PROGRAM #065, WHICH INCREASES THE CONTRACT AMOUNT BY \$12,465.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$144,710.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester previously adopted a Resolution authorizing the execution of an agreement between the County of Gloucester and The Gloucester County Division of Social Services for the provision of the Adult Protective Services Program #065; and

WHEREAS, the total amount of the original contract was \$132,245.00, which contract was dated January 1, 2013; and

WHEREAS, the purpose of this amendment is due to additional funding resulting from a mid-year amendment by the New Jersey Department of Human Services, Division of Aging Services under Title III of Older American Act Funding Amendments within the Area Plan Contract resulting in a new contract amount of \$144,710.00; and

WHEREAS, all terms and provisions of the original agreement that are not amended shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Board Director and the Clerk of the Board are hereby authorized to execute an amendment to the agreement between the County of Gloucester and the Gloucester County Division of Social Services for the provision of the Adult Protective Services program #065, increasing the maximum contract amount to \$144,710.00 from \$132,245.00 for the 2013 contract year; and

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

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BOARD OF CHOSEN FREEHOLDERS

11

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

GRANTEE: Gloucester County Division of Social Services

PROJECT TITLE: Adult Protective Services (APS)

POPULATION TO BE SERVED: Vulnerable Adults, age 18 years and above, who reside in Gloucester County in a community setting, who are subject to abuse, neglect or exploitation and due to mental or physical disabilities lack sufficient understanding or capacity to make and/or carry out decisions concerning their well-being

SERVICE AREA: Gloucester County with a concerted effort to serve areas where low- income minority population may be located.

OBJECTIVE: To provide or arrange for the provision of voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 324

Voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation.

Units of Service = Contact

AMOUNT: \$144,710.00

UNITS OF SERVICE: 3283 (UNIT= EACH CONTACT)

CLIENT COUNT: 164

UNIT COST: \$ 44.08

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 065

	CASH	IN-KIND	TOTAL
Personnel	\$59,630	-0-	\$59,630
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	\$2,324.	-0-	\$2,324.
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$82,756.	-0-	\$82,756.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$144,710.	-0-	\$144,710.
LESS:			
		Client Income	-0-
		USDA	-0-
		NET BUDGETED COST	\$144,710.

Federal Share	-0-	-0-%
APS Share	\$ 110,041	76 %
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$34,669.	24 %
TOTAL	\$ 144,710.	100.00%

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 065 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

BY: _____ Date _____

(Name)

(Title)

FUNDING AGENCY

AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR & DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.

BY: _____ Date _____

TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT dated _____ day of _____, _____.

D2

RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR RENEWAL OF FUNDING TO OFFSET A PORTION OF SALARY DOLLARS FOR THE SERVICES OF THE GLOUCESTER COUNTY MENTAL HEALTH ADMINISTRATOR, FROM JULY 1, 2013 TO JUNE 30, 2014, IN THE TOTAL AMOUNT OF \$12,000.00

WHEREAS, the New Jersey Division of Mental Health and Addiction Services continues to provide reimbursement for a part of Gloucester County's Mental Health Administrator salary pursuant to New Jersey's Community Mental Health Services Regulations (N.J.A.C. 10:37-3.8) for State Fiscal Year (SFY) 2013/2014; and

WHEREAS, State reimbursement for the Mental Health Administrator's salary shall be paid on a quarterly basis contingent upon:

1. The County meeting the requirements of the regulations;
2. The Division's approval of the Administrator's credentials; and
3. Receipt and approval by the Division of quarterly certificates of satisfactory employment, signed by the chairperson of County Mental Health Board; and

WHEREAS, the regulations further indicate that \$12,000.00 is available for the period of July 1, 2013 through June 30, 2014, as reimbursement for salary of the Mental Health Administrator; and

WHEREAS, the Department of Health, Senior and Disability, Division of Disability Services, reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct,

WHEREAS, it is necessary and appropriate to amend the Mental Health Coordinator Grant in the total amount of \$12,000.00; and

WHEREAS, the County's Department of Health, Senior & Disability Services, Division of Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, the County is authorized to execute any and all documents necessary to amend the Mental Health Coordinator Grant to request additional funding in the total amount of \$12,000.00 for the period of July 1, 2013 through June 30, 2014, as reimbursement for the County Mental Health Administrator's salary.

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



COUNTY OF GLOUCESTER

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



DD

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Leona Mather

DEPARTMENT: Division of Disabilities Services

GRANT TITLE: County Mental Health Administrator

DATE: July 11, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: *[Signature]*

REVIEWED BY: *[Signature]*
Grants Coordinator

FREEHOLDER MEETING: July 24, 2013

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

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: April 1, 2014 to June 30, 2014

I Certify that the above expenditure for the salary of Kathleen Spinosi is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

Yearly Salary for Kathleen Spinosi is \$ 99,197
Quarterly total expenditure for Kathleen Spinosi is \$ 24,799

DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: July 1, 2013 to September 30, 2013

I Certify that the above expenditure for the salary of Kathleen Spinosi is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

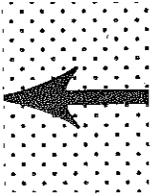
Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

Yearly Salary for Kathleen Spinosi is \$ 99,197
Quarterly total expenditure for Kathleen Spinosi is \$ 24,799



DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00, pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: October 1, 2013 to December 31, 2013

I Certify that the above expenditure for the salary of Kathleen Spinosi is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

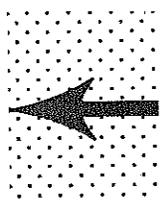
Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
<u>Salary Paid</u>	<u>Payments by State</u>
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

Yearly Salary for Kathleen Spinosi is \$ 99,197
Quarterly total expenditure for Kathleen Spinosi is \$ 24,799



DIVISION OF MENTAL HEALTH & HOSPITALS
COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY REIMBURSEMENT

QUARTERLY EXPENDITURE REQUEST

Department of Human Services
Division of Mental Health & Hospitals
CN 737
3rd Floor
Trenton, NJ 08625

Date: _____

COUNTY OF:

We hereby submit our request for reimbursement of that portion of the salary for the position of County Mental Health Administrator in the amount of \$3,000.00. pursuant to Chapter 146, P.L. 1957, as amended, for the:

Period: January 1, 2014 to March 31, 2014

I Certify that the above expenditure for the salary of Kathleen Spinosi is correct and that no State or Federal funds were used in the County's share of this expenditure.

SIGNATURES:
(use ink)

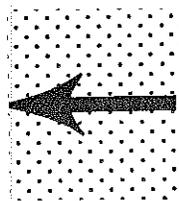
Signature of Authorized Official
County Mental Health Board

Signature of Authorized Official
County Board of Chosen Freeholders

<u>FOR DIVISION USE ONLY</u>	
Yearly Salary \$ _____	Approved Allocation \$ _____
Salary Paid	Payments by State
1 st Quarterly Period \$ _____	\$ _____
2 nd Quarterly Period \$ _____	\$ _____
3 rd Quarterly Period \$ _____	\$ _____
4 th Quarterly Period \$ _____	\$ _____
Total Payment \$ _____	\$ _____
	Balance \$ _____

Note: Quarterly payments by State are not to exceed \$3,000 for each period.
Total 12 month period is not to exceed 75% of \$6,000 or total of \$12,000

Yearly Salary for Kathleen Spinosi is \$ 99,197
Quarterly total expenditure for Kathleen Spinosi is \$ 24,799



E1

RESOLUTION AUTHORIZING APPLICATION TO NJ TRANSIT TO RECEIVE JOB ACCESS AND REVERSE COMMUTE (JARC) FUNDS FOR FFY2011 ROUND 13 GRANT, IN THE TOTAL AMOUNT OF \$125,000.00 WITH AN IN-KIND MATCH OF \$125,000.00, FROM JULY 1, 2013 TO JUNE 30, 2015

WHEREAS, the Gloucester County Division of Transportation Services, under the Department of Human Services is submitting a project proposal to NJ Transit, Office of the Services Contracts, Local Program Support Unit, an operating administration of the United States Department of Transportation Equity Act for the 21st Century (TEA-21), to receive Round 13 Job Access and Reverse Commute (JARC) grant funds; and

WHEREAS, this funding is specifically for the purpose of transport services to Gloucester County residents relative to employment, literacy, and other activities; and

WHEREAS, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

WHEREAS, the total amount of this agreement is \$250,000.00; with federal funds totaling \$95,000.00, TIF/DHS award in the amount of \$30,000.00 and local matching funds of \$125,000.00 from July 1, 2013 to June 30, 2015.

WHEREAS, matching funds are provided by the County of Gloucester through local County in-kind funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute application and agreement with NJ Transit to receive Round 13 Job Access and Reverse Commute (JARC) grant funds being made available through the Federal Transit Administration (FTA) to use in the categories of administration, operating and capital as requested by the County of Gloucester.

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 July 24, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



E1

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Mark Seigel

DEPARTMENT: Human Services

GRANT TITLE: JARC Transportation - Round 13

DATE: July 11, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

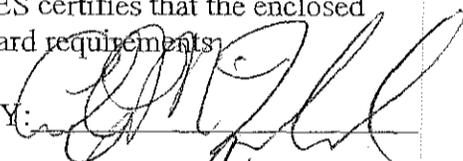
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: July 24, 2013

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



June 17, 2013

Ms. Lisa Cerny, Director
Gloucester County Human Services
115 Budd Avenue
West Deptford, NJ 08096

SUBJECT: FFY 2011 Round 13 Section 5316 Job Access & Reverse Commute (JARC) Agreement: Gloucester County

Dear Ms. Cerny:

Attached is an Agreement between NJ TRANSIT and Gloucester County for the Round 13 FFY 2011 Section 5316 Job Access and Reverse Commute Program. Please review and sign (page 12) on all copies of the Agreement and return them to me by July 15, 2013. In addition, please provide an Authorizing Resolution. In the Resolution, you must indicate the source and commitment of your local funds.

When returning the agreement, please remember to attach copies of the Project Summary/Budget, Routes, Schedules, Tariffs, and Equipment in Exhibits A, B, C, D, and E respectively and a Certificate of Insurance indicating a minimum combined single limit liability insurance policy of \$5,000,000. The Certificate should include NJ TRANSIT as a additional insured and include an indemnification clause which provides NJ TRANSIT (and any other party of interest designated by NJ TRANSIT) protection from claims arising out of your service. Also, I also need you to fill-in the anticipated operating/mobility management expenses by line item for the budget in Exhibit F (Monthly Expenditure Report and Reimbursement Request). A fully executed agreement will be returned to you after all required documentation is provided.

The FFY 2011 JARC contract will extend from July 1, 2013 until June 30, 2015. If you anticipate this project to extend beyond this date please contact me. Final bills must be submitted by September 30, 2015. All funding is contingent on availability of funds.

Thank you for your continued cooperation. If you have any questions, please contact me at (973) 491-7382.

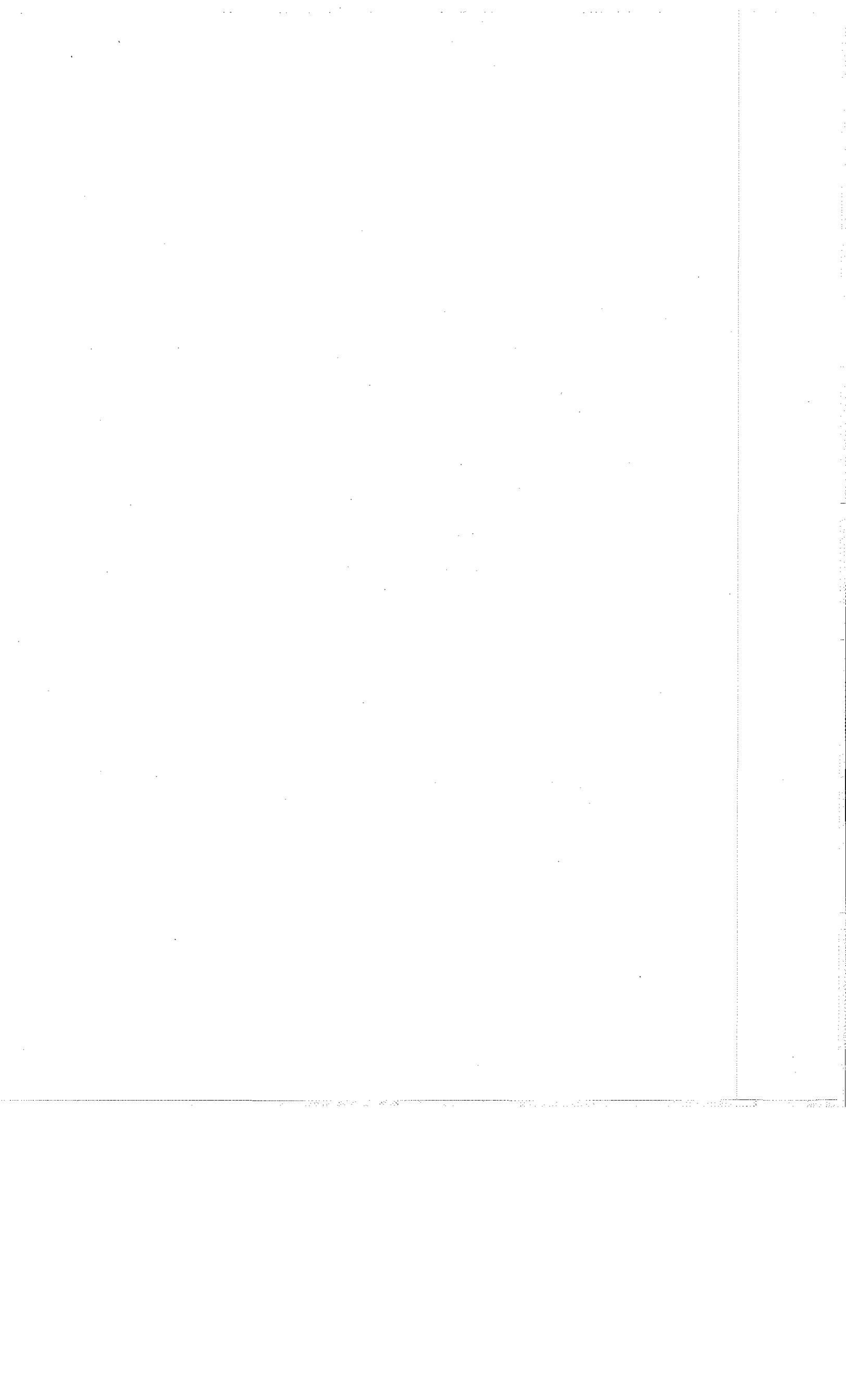
Sincerely,

James P. Flynn
Community Transportation Administrator

Cc: M.Stock, Senior Director, Community Mobility w/o att.

Encl: 2011 FTA Section 5316 JARC Agreement

**LOCAL JARC INITIATIVE
OPERATING AGREEMENT
BETWEEN
NJ TRANSIT CORPORATION
AND
Gloucester County
FFY 2011/ Round 13**



**LOCAL JARC INITIATIVES
OPERATING AGREEMENT
BETWEEN NJ TRANSIT CORPORATION
AND
Gloucester County**

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Exhibit A	Project Summary & Project Budget
Exhibit B	Routes
Exhibit C	Schedules
Exhibit D	Fares / Tariffs
Exhibit E	List of Equipment
Exhibit F	Monthly Expenditure & Reimbursement Form (Operating & Admin.)
Exhibit G	Monthly Ridership and Safety & Security Reports
Exhibit H	National Transit Database (NTD) Reports
Exhibit I	Lobbying Certification
Exhibit J	Debarment & Suspension Certification (check/print website http://epIs.gov/)
Exhibit K	NJT Code of Ethics
Exhibit L	ADA Equivalent Certification
Exhibit M	Resolution and Opinion of Counsel
Addendum A	FTA Requirements
Addendum B	DBE Requirements (Revised per Mailing)
Appendix A	Annual FTA Certifications & Assurances
Appendix B	Verification of Title VI Activities
Appendix C	USDOL Employee Protection Certification/Arrangement



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
JARC PROGRAM GRANT – CFDA 20.516 (SECTION 5316)
OPERATING AGREEMENT (FFY 2011-Round 13)
BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
Gloucester County**

THIS AGREEMENT is made on _____, (date to be posted by NJ TRANSIT upon execution of this Agreement,) by and between the New Jersey Transit Corporation (NJ TRANSIT), an instrumentality of the State of New Jersey with offices at One Penn Plaza East, Newark, NJ 07105, and Gloucester County (SUBRECIPIENT) with offices at 115 Budd Boulevard, West Deptford, NJ 08096;

WHEREAS, Section 5316 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) 49 U.S.C. § 5316, authorizes Job Access:Reverse Commute (Section 5316) Grant, as amended, provides for a total of up to 50% operating and/or non-operating assistance for public transportation services to serve welfare recipients, other low-income individuals and/or reverse commuters pursuant to a U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) FFY 2011, Round 13 Job Access:Reverse Commute (CFDA 20.516) competitive grant program;

WHEREAS, the Governor of the State of New Jersey has designated NJ TRANSIT to receive and distribute these Federal funds to eligible SUBRECIPIENTS under this program; and

WHEREAS, NJ TRANSIT has applied to the FTA on behalf of the SUBRECIPIENT; and

WHEREAS, the FTA has approved the project submitted to NJ TRANSIT by SUBRECIPIENT and included in NJ TRANSIT's Consolidated Section 5316 Competitive Grant Application;

WHEREAS, NJ TRANSIT will utilize funds received from the New Jersey Department of Human Services or local sources to provide FTA match funding for public transportation services for eligible SUBRECIPIENTS of Welfare to Work and Temporary Aid to Needy Families (TANF) recipients

WHEREAS, the Board of Directors of NJ TRANSIT has authorized the execution of contracts, with the SUBRECIPIENT, related to the administration of these funds; and

WHEREAS, the amount of Federal funds to be reimbursed to the SUBRECIPIENT shall not exceed \$95,000.00 federal funds allocated to the project and are to be matched by Gloucester County with not less than \$95,000.00 ;

WHEREAS, the amount of TIF/DHS funds to be reimbursed to the SUBRECIPIENT shall not exceed \$30,000.00 TIF/DHS funds allocated to the project and are to be matched by Gloucester County with not less than \$30,000.00;

WHEREAS, this Agreement is solely for the purpose of allocating funds, expenses, and responsibilities for the SUBRECIPIENT's Operating assistance for public transportation; and

THEREFORE, in consideration of the mutual agreements and covenants herein set forth, NJ TRANSIT and the SUBRECIPIENT agree as follows:

INTENT AND PURPOSE:

The purpose of this Agreement is for the operating service as described in **Exhibits A, B, and C**. Project covered by this Agreement is for **Operating Assistance** in the amount as follows:

Operating Assistance:

Federal Amount Awarded:	\$95,000.00
TIF/DHS Amount Awarded:	\$30,000.00
Local and Matching Funds:	\$125,000.00
Total Amount:	\$250,000.00
Grant Year:	Round 13: FFY 2011 FTA Funds

Description: Operate JARC route deviation and demand response service for people with low income to places of employment, training, and education (general public route deviation included).

1. FINANCIAL ADMINISTRATION

Payment will be made by NJ TRANSIT to the SUBRECIPIENT based upon submittal by the SUBRECIPIENT of a properly executed Monthly Invoice and itemized statement of actual costs incurred. The Monthly Invoice and itemized statement should be submitted no later than forty-five (45) days from the last day of the month in which the operation expenses were incurred. The SUBRECIPIENT must use the most up-to-date Monthly Invoice form that was provided by NJ TRANSIT.

NJ TRANSIT will pay the SUBRECIPIENT for actual costs incurred for approved project equipment/planning, all subject to the availability of funds. NJ TRANSIT may withhold payments due to the SUBRECIPIENT if the SUBRECIPIENT fails to comply with this Agreement.

Unless otherwise determined by the specific guidelines established for projects funded through the Federal Section 5316 Grant Program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

a. Period of Availability of Funds

Operating:

For this Agreement, the period of availability of funds is from July 1, 2013 through June 30, 2015. The SUBRECIPIENT must notify NJ TRANSIT in writing the official start date. The SUBRECIPIENT will provide public transportation services and the administrative oversight of such operation in accordance with the attached EXHIBITS and Addendums, which are incorporated herein by reference. The services included in the Project Summary and Grant Budget (EXHIBIT A) shall be provided over the routes set forth in EXHIBIT B, under the schedules set forth in EXHIBIT C, in accordance with the fares/tariffs listed in EXHIBIT D, and with the equipment set forth in EXHIBIT E. Any changes in service during the term of this Agreement must be approved in advance and in writing by NJ TRANSIT, except that SUBRECIPIENT agrees to deviate from its standard fixed route service, described in EXHIBIT B, to accommodate people with special needs, upon advance reservation. After the deviation, service will return to the original point of departure from the route and then continue operation. Information regarding the availability of such service deviation must be made available to the public (via printed materials and/or website).

b. Matching or Cost Sharing - Operating

For this Agreement, the SUBRECIPIENT will provide matching funds, as outlined in the application for JARC funds, in the amount of \$125,000.00 (50% of JARC operating funds are local match).

b. Amount of Funds

The amount of Federal funds to be reimbursed to the SUBRECIPIENT during the term of this Agreement shall not exceed \$95,000.00

The amount of TIF/DHS funds to be reimbursed to the SUBRECIPIENT during the term of this Agreement shall not exceed \$30,000.00

c. Allowable Cost/Program Income

The cost of the project will be the amount stated in the latest approved Project Budget, and will be borne in the manner described therein. SUBRECIPIENT agrees that it will utilize project revenues together with grant monies to meet the actual project costs. Total budget: \$250,000.00 (FTA \$95,000.00; TIF/DHS \$30,000 /Local Match \$125,000.00). Unless otherwise determined by the specific guidelines established for projects funded through the Federal Section 5316 Grant Program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

d. Payment

Payment will be made by NJ TRANSIT to the SUBRECIPIENT based upon submittal by the SUBRECIPIENT of a properly executed Monthly Expenditure and Reimbursement Request form **Exhibit F** and an itemized statement of actual costs incurred. The Monthly Expenditure and Reimbursement Request form and itemized statement should be submitted no later than forty-five (45) days from the last day of the month in which the operation expenses were incurred. The SUBRECIPIENT must use the most up-to-date Monthly Expenditure Report and Reimbursement Request form that was provided by NJ TRANSIT.

NJ TRANSIT will pay the SUBRECIPIENT for actual costs incurred for operating service and the administration of the service all subject to the availability of funds. NJ TRANSIT may withhold payments due the SUBRECIPIENT if the SUBRECIPIENT fails to comply with this Agreement.

Unless otherwise determined by the specific guidelines established for projects funded through this program or by this Agreement, contract cost principles and procedures for reimbursement will be in accordance with the applicable portions of 49 C.F.R. Part 18 or C.F.R. Part 19 as applicable.

2. OBLIGATION TO PERFORM

The SUBRECIPIENT agrees that:

1. For the period of this Agreement the SUBRECIPIENT will not, unless otherwise approved in writing by NJ TRANSIT, initiate, take, or prosecute, and it will actively resist any proceedings before any other State or Federal Agency or court for any order, approval, judgment, decree, or other judgment decree, or other action impairing or limiting the rights, powers, or capacity of the SUBRECIPIENT to carry out and perform its obligation under this Agreement.
2. SUBRECIPIENT will petition and prosecute proceedings before appropriate regulatory agencies and courts to secure and keep in effect all approval, order and other authority necessary for the SUBRECIPIENT to fulfill its obligations incurred under this Agreement.

a. Contracts under this Agreement

Unless otherwise authorized in writing by NJ TRANSIT, the SUBRECIPIENT shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order hereto, obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written authorization of NJ TRANSIT.

b. Competition

The SUBRECIPIENT certifies that it will not operate the contract service in competition with any autobus regular route service.

3. OBLIGATION TO COMPLY

The SUBRECIPIENT assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The SUBRECIPIENT must also comply with any NJ TRANSIT memorandums, directives, policies and procedures, State Management Plan, and Expenditure and Reimbursement Guidance and Technical Assistance Binder. The SUBRECIPIENT agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The SUBRECIPIENT recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The SUBRECIPIENT agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

4 REPORTS, RECORDS, RETENTION AND ENFORCEMENT

a. Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall establish and maintain, in accordance with requirements established by NJ TRANSIT, separate accounts for the project, either independently or within its existing accounting system, to be known as the Project Account.

b. Documentation of Project Costs

All charges to the Project Account shall be supported by properly executing invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges, in accordance with the rules and regulations of NJ TRANSIT.

c. Check, Orders and Vouchers

Any check or order drawn by the SUBRECIPIENT with respect to any item which is or will be chargeable against the Project Account will be drawn in accordance with a properly signed voucher then on file in the office of the SUBRECIPIENT stating in proper detail the purpose for which check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

d. Monitoring and Reporting Program Performance

The SUBRECIPIENT shall submit to NJ TRANSIT monthly Ridership and Safety & Security reports by the dates and in the form set forth in (Exhibit G); and on a yearly basis information for its annual National Transit Database submission to FTA (Exhibit H). These reports shall be submitted by the date and on the forms provided by NJ TRANSIT. The SUBRECIPIENT shall also provide, as NJ TRANSIT may request, additional information NJ TRANSIT deems necessary. The SUBRECIPIENT shall also prepare and file, by the prescribed date, any and all reports required to be filed with any Federal, State or other funding or regulatory authority by reason of the operation of the contract service.

e. Audit

The SUBRECIPIENT agrees that he/she will retain in his/her files all payroll records, and other documentation pertaining to work under this Agreement for a period of at least three (3) years after payment of the final voucher by the Federal Government or NJ TRANSIT as provided by applicable Federal and state statutes and regulations. The SUBRECIPIENT further agrees that NJ TRANSIT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives may have access to these records for purposes of audit during normal business hours within the retention period.

f. Drug and Alcohol Testing

As required by FTA regulations "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" the SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and 655, produce all documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of New Jersey, or NJ TRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. This policy and procedures shall be provided to NJ TRANSIT and be approved for compliance prior to the

date beginning operations. The SUBRECIPIENT agrees further to certify annually its compliance with Part 655 **before July 1** as part of the annual application process and to submit the Management Information System (MIS) reports before February 11 of each year to Mr. Daniel W. Ryan, Paratransit Training and Equipment Compliance Administrator, NJ TRANSIT, Office of Local Programs and Minibus Support, One Penn Plaza East, Newark, NJ 07105-2246.

Charter Quarterly Reports

The SUBRECIPIENT must comply with the new Charter Rules 49 CFR Part 604 issued January 14, 2008. If a SUBRECIPIENT does provide any charter service they must complete a quarterly charter report and submit this form to NJ TRANSIT

g. Notification

The SUBRECIPIENT must immediately notify NJ TRANSIT in writing of any change of address and/or primary contact. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished it, or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in the registered mails of the United States, postage prepaid, in an envelope and addressed as follows:

If to NJ TRANSIT:

Marianne Stock
Senior Director, Research and Community Services
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246

If to SUBRECIPIENT:

Robert M. Damminger, Freeholder
Contact Person Director / County of Gloucester
Address 2 S. Broad Street / P.O. Box 337
Woodbury, NJ 08096

5. PROJECT EQUIPMENT

The purchase of the project equipment, if applicable to this Agreement, must be completed within the period of availability of funds. The SUBRECIPIENT shall maintain the equipment used in contract service in accordance with the insurance, maintenance, specification, and safety requirements of NJ TRANSIT and the New Jersey Department of Transportation. If the SUBRECIPIENT fails to comply with this Section, NJ TRANSIT may withhold payments due to the SUBRECIPIENT pursuant to **Financial Administration - Payment** of this Agreement.

a. Title

NJ TRANSIT will cause the Project Equipment to be transferred to the SUBRECIPIENT subject to the restrictions on use and disposition set forth hereinafter. The equipment shall be registered in the name of the SUBRECIPIENT during the entire term of the Agreement, and any Certificate of Title shall likewise be in the name of the SUBRECIPIENT. NJ TRANSIT will be listed as first lien holder. The SUBRECIPIENT will be responsible for providing NJ TRANSIT with the original Certificate of Title. The Certificate of Title should be sent via Certified Mail. NJ TRANSIT will retain the original title document until the equipment has satisfied the useful life criteria set forth in section Project Equipment – Useful Life. The SUBRECIPIENT will place upon the equipment identification symbols denoting the SUBRECIPIENT's ownership, which the SUBRECIPIENT will not remove. The following information must appear on the vehicle: "Owned by: (name of SUBRECIPIENT)" and "Operated by: (name of current operator)". Size of the lettering should be two inches (black lettering) and put on both sides of the vehicle. Should the equipment be returned to or repossessed by NJ TRANSIT, the SUBRECIPIENT shall sign the original title as seller of the equipment and transfer the title to NJ TRANSIT.

Title to Project Equipment shall vest in the SUBRECIPIENT, subject to restrictions on use and disposition of the Project Equipment as set forth by NJ TRANSIT or superseding Federal Property Management Standards as set forth in the provisions of section "Sale, Lease, Transfer or Encumbrance".

b. Charges, Fees, and Expenses

The SUBRECIPIENT shall be responsible for the payments for any charges, license fees, inspection fees, or other costs, including gross receipts taxes, highway use taxes, or vehicle excise taxes, imposed upon the Project Equipment or the operation thereof, whether such taxes, charges, fees or other costs are levied against the operator or the owner. The SUBRECIPIENT shall pay, in addition to all expenses, fees and taxes incurred in connection with the titling, licensing, and registration of the equipment, all expenses in connection with the use and portion of the equipment during the term including, but not limited to, fuel, oil, grease, repairs, maintenance, or other expenses thereof.

c. Interest of NJ TRANSIT and the Federal Government

The interest of NJ TRANSIT and the Federal Government in the Project Equipment shall commence on the day the Project Equipment is titled to the SUBRECIPIENT and shall continue in force and in effect until disposed of or until the expiration of its useful life as set forth by NJ TRANSIT.

d. Equipment Inventory

All equipment over \$1,000, including vehicles, must have a permanent tag with the following information Equipment I.D.# (serial, year, manufacturer, body, model, etc.) and if applicable, Equipment County I.D. #. Also, the SUBRECIPIENT must maintain an up-to-date inventory of all equipment purchased under this grant.

e. Maintenance

The SUBRECIPIENT shall maintain project equipment in good order and repair in conformance with the manufacturer's recommendations so as to maintain any vehicle warranty and insure maximum benefit under said warranty. NJ TRANSIT shall have the right to inspect each unit and the SUBRECIPIENT's proper maintenance of the project equipment. The SUBRECIPIENT shall correct promptly any unsatisfactory items reported by such inspections, provided these may be reasonably considered as deficiencies in maintenance. NJ TRANSIT may order repairs to be made at any time to insure that each piece of project equipment is readily available for safe, efficient, and dependable service in accordance with the requirements of any governmental agency. The SUBRECIPIENT will be permitted to operate project equipment under this Agreement with rented tires and/or batteries, but retreaded or regrooved tires will not be permitted on the project equipment under any conditions or circumstances. NJ TRANSIT reserves the right to order tires removed when tread depth, sidewall deterioration, or deep cuts are deemed to make further operation unsafe.

f. Repairs, Parts and Requirements

The SUBRECIPIENT shall make all necessary repairs to project equipment. The SUBRECIPIENT shall complete such work on a schedule without interruption of scheduled service, subject to delays encountered in receipt of material and parts from suppliers. The design, quality and component parts of repairs will conform to all applicable Surface Transportation Board requirements and to all applicable standards of the Department of Transportation of the State of New Jersey. Replacement parts or units must be factory replacement parts or parts purchased from a reputable supply house that deals in replacement parts equal to or better than original equipment. In no instance will replacement parts be used or permitted which are rated less than manufacturer's specifications.

g. Inspection

NJ TRANSIT shall have the right to inspect all vehicles, facilities and equipment at any time and place during the term of this Agreement, and the results of such inspection shall be given to the SUBRECIPIENT. NJ TRANSIT inspectors shall be permitted entry on the premises of the SUBRECIPIENT without the necessity of written permission, but they shall not enter on the premises of the SUBRECIPIENT without first identifying to the SUBRECIPIENT their status as NJ TRANSIT employees. The making of any inspections shall begin promptly upon production by the SUBRECIPIENT of each unit of equipment and carried through to completion as expeditiously as reasonably possible.

NJ TRANSIT inspectors shall have the right at any time to enter and travel upon project equipment owned or controlled by the SUBRECIPIENT, for the purpose of conducting inspections to determine whether the SUBRECIPIENT is in compliance with this Agreement. NJ TRANSIT shall have the right to inspect the SUBRECIPIENT's records and facilities with respect thereto shall promptly correct any unsatisfactory items reported by such inspection.

h. Loss, Theft, Damage, or Destruction and Settlement

SUBRECIPIENT shall bear all risks of damage, loss, theft, or destruction, whether partial or complete, of the project equipment or any portion thereof, including but not limited to such losses resulting from acts of its employees, servants and agents. Any resulting replacement, repairs, or substitution of parts of project equipment shall be at the cost and expense of the SUBRECIPIENT. In the event of any such occurrence, the SUBRECIPIENT shall notify NJ TRANSIT by phone and in writing (via fax # 973-863-4607) within one business day and shall hold the project equipment and records available for disposition. The SUBRECIPIENT shall either repair the equipment to the same standard or condition required under this Agreement or subject to written approval of NJ TRANSIT, replace the original project equipment with another unit of equipment with substantially the same specifications.

Further, the SUBRECIPIENT shall obtain, pay for, and maintain insurance to cover all risks of damage, loss, theft, or destruction, partial or complete, of the project equipment or any portion thereof, in an amount approved in writing by NJ TRANSIT; provided, however, that the maintenance of such a policy of insurance shall not relieve the SUBRECIPIENT of any liability under this section where the damage, loss, or destruction is greater than the insurance coverage.

i. No Abatement or Set-Off

Sums payable by the SUBRECIPIENT to NJ TRANSIT under any provisions of this Agreement shall not be subject to any abatement defense, set-off, counterclaim or recoupment whatsoever, by reason of damage to or loss destruction of the project equipment or any part thereof or by reason of any interruption, from whatever cause, in the use, operation, or possession of the project equipment or any part thereof.

j. Useful Life

NJ TRANSIT is responsible for establishing minimum life standards for vehicles acquired under its programs establishing procedures for determining fair market value, and developing policies and procedures for maintenance of vehicles. Vans have a useful life of 4 years or 100,000 miles; minibuses have a useful life of 5 years or 150,000 miles; and buses (larger than minibus) have a useful life of 7 years or 200,000 miles. If Project Equipment is funded under this Agreement, this Agreement will remain in force for the entire useful life of the Project Equipment and will remain in effect until there is no remaining federal interest in the equipment.

k. NJ TRANSIT Warranties

NJ TRANSIT makes no warranties, expressed or implied, as to the equipment leased and assumes no responsibility for the condition of the equipment herein leased.

l. Warranty

The SUBRECIPIENT shall report to NJ TRANSIT and to the manufacturer, in writing, each and every defect in a new vehicle to insure maximum benefit under the warranty. The SUBRECIPIENT shall in no way jeopardize the warranty on new equipment, and will make such equipment available to the sales or service representatives of the manufacturer upon request. The SUBRECIPIENT is hereby appointed as NJ TRANSIT's agent for the enforcement of any warranty provisions for the equipment. NJ TRANSIT will not reimburse any repairs under this Agreement that are covered under any manufacturer warranty.

m. Sale, Lease, Transfer or Encumbrance

The SUBRECIPIENT shall not sell, lease, transfer, or otherwise dispose of or encumber the Project Equipment without the prior written consent of NJ TRANSIT. The SUBRECIPIENT shall not part with possession or control of the Project Equipment without the prior written consent of NJ TRANSIT. In the event of a discrepancy between this Section 5(m) and Section 20 or **Addendum B**, Section 5(m) shall govern.

6. ADVERTISING, SIGNS AND MARKETING

a. Advertising & Signs

Advertising shall not be permitted upon any unit of equipment leased hereunder except by written consent of NJ TRANSIT. Contracts for advertising in existence at the time of execution of this lease are exempt from this section. However, all renewals or future contracts for advertising shall be subject to prior approval of NJ TRANSIT. Where NJ TRANSIT consents to such advertising, any revenues

received by the SUBRECIPIENT must be placed in the Project Account set forth in Establishment and Maintenance of Accounting Records and must only be applied to the operation of the equipment as provided in that section.

b. Marketing And Public Outreach Documentation

Any marketing and public outreach material (i.e. schedules, timetables, flyers, videos, TV ads, radio announcements, internet, website, or any other public outreach material) that is developed to advertise the services funded by this grant must be reviewed and approved by NJ TRANSIT before it is final regardless of who funds it. Any changes that are made to any marketing and outreach material during the course of the project that were previously approved, must also be reviewed and approved by NJ TRANSIT. NJ TRANSIT must see the final version of the marketing material before it is advertised. Also, NJ TRANSIT must receive copies of the final marketing material. If the SUBRECIPIENT fails to comply with this requirement, they will be fully responsible for the cost of revising any marketing and public outreach material that was not reviewed by NJ TRANSIT.

c. Press Releases, Publications, Announcements, And News Articles

NJ TRANSIT must be notified immediately of any articles or news coverage regarding this grant funded program that appear in a newspaper, report or any other forms of media and if applicable, a copy of that coverage must also be forwarded.

7. INTEREST OF MEMBERS OF CONGRESS AND SUBRECIPIENT

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, employee of the SUBRECIPIENT during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. NON-DISCRIMINATION

The provisions of N.J.S.A. 10:2-1 THROUGH 10:2-2 and N.J.S.A.10:5-31 et seq. (L. 1975, c.127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto and the provisions set forth in the regulations, are hereby made a part of this Agreement.

9. TITLE VI REQUIREMENTS

SUBRECIPIENTS will be required to send NJ TRANSIT a nondiscrimination assurance included in their annual notice of certifications and assurances. SUBRECIPIENTS must maintain a description of any complaints alleging discrimination in service delivery filed within the past year together with a statement of status or outcome of each such complaint. SUBRECIPIENTS must provide the estimated number of minority group persons that it will serve. This information can be obtained by any appropriate means that will ensure inclusion of the numbers as part of each project application.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

All subrecipients must be in compliance with FTA's Equal Employment Opportunity (EEO) requirements of Executive Order No. 11246, as amended. If any SUBRECIPIENT meets the threshold specified in that circular (receipt of \$1,000,000 or more in the previous Federal fiscal year, and 50 or more mass transit related employees) it must submit an EEO program. The state may require any documentation it deems necessary from SUBRECIPIENTS to ensure that they do not discriminate in employment on the basis of race, color, creed, national origin, sex, age, or disability. SUBRECIPIENTS that are required to submit an EEO program should submit the program to NJ TRANSIT. NJ TRANSIT will review SUBRECIPIENT programs during a site/desk audit or other compliance review.

11. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S.D.O.T. assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NJ TRANSIT deems appropriate. For those SUBRECIPIENTS utilizing federal funding for contracting opportunities see Addendum A for DBE requirements for race-conscious federal procurement activities. NJ TRANSIT will review all SUBRECIPIENT's bid specifications to ensure compliance and at that time set the required DBE goal for the contract.

12. SECTION 504 AND ADA REPORTING

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, prohibits discrimination on the basis of disabilities by SUBRECIPIENTS of Federal financial assistance. In addition, the Americans with Disabilities Act of 1990, as amended (ADA), specify Federal civil rights of individuals with disabilities. SUBRECIPIENTS must comply with 49 C.F.R. Parts 27, 37, and 38, implementing ADA and amending the Section 504 rule. Among other requirements, the regulations: prohibit discrimination against individuals with disabilities; require that vehicles acquired be accessible to and usable by individuals with disabilities, including individuals using wheelchairs (with limited exceptions for demand responsive systems providing equivalent service to individuals with disabilities or a demonstration of inability to obtain an accessible used vehicle despite good faith efforts to do so); and require that public entities operating fixed route transit plan for and provide complementary paratransit for individuals with disabilities who cannot use accessible fixed route transit.

All vehicles acquired with project funds must be equipped, maintained, and operated in accordance with the regulations. SUBRECIPIENTS must ensure that service provided does not discriminate against individuals with disabilities. In addition, subrecipients of any FTA funds should be aware that they also have responsibilities under other provisions of ADA in the areas of employment, public accommodations, and telecommunications.

13. SECTION 5333 WARRANTY

The SUBRECIPIENT certifies that in the absence of a waiver by the U.S. Department of Labor, the terms and conditions of the Section 5333 Warranty shall apply.

14. WAIVERS

The remedies provided herein in favor of NJ TRANSIT shall be cumulative and not exclusive and shall be in addition to all other remedies existing at law or in equity. The SUBRECIPIENT hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of remedies herein, provided to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrences of any of the contingencies set forth herein shall not constitute a waiver of any right upon the continuation of recurrence of any such contingencies or similar contingencies.

15. TERMINATION

This Agreement may be terminated by mutual agreement of NJ TRANSIT and the SUBRECIPIENT upon demonstration of just cause and extenuating circumstances. At any time prior to the completion of contract services, NJ TRANSIT may terminate this Agreement by giving not less than thirty (30) days prior written notice by registered mail. If this Agreement is terminated in this fashion before project completion, payment to the SUBRECIPIENT will be made promptly for the amount of any fees earned to the effective date of the notice of termination less any payment previously made. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted here from and shall not invalidate the rest of this Agreement.

16. INSURANCE AND INDEMNIFICATION

a. Insurance

The SUBRECIPIENT shall maintain a minimum combined single limit liability insurance policy of \$5,000,000 with a loss payee endorsement in favor of NJ TRANSIT and any other party in interest designated by NJ TRANSIT. The SUBRECIPIENT shall furnish NJ TRANSIT with certificates of insurance or written evidence of insurance indicating coverage in amounts stated herein, which will include NJ TRANSIT as an additional insured party and provide for written notice to NJ TRANSIT within 30 days of cancellation or reduction in the amount stated herein. The maintenance of insurance under this section shall not relieve the SUBRECIPIENT of any liability where liability for injury, death or property damage is greater than the insurance coverage. NJ Transit and it's designees are held harmless and protected from any claims arising out of this SUBRECIPIENT service.

b. Indemnification

The SUBRECIPIENT shall have full control of the equipment and/or the operation of the service to be provided under this Agreement. The SUBRECIPIENT shall defend, indemnify, protect and save

harmless the State of New Jersey, NJ TRANSIT, their departments, subsidiaries, board, officers, agents and employees, from and against any and all suits, claims, demands or damages of any nature whether for injury to, or death of persons or damage to property arising or claimed to arise from any acts or omissions, whether negligent or not, by the SUBRECIPIENT, its agents, employees all irrespective of whether such acts or omissions are within or beyond the control of the SUBRECIPIENT performing the services provided under this Agreement, including but not limited to costs of investigation, court costs, counsel fees, settlements, judgments or otherwise. In the event of any such claim, demand, or suit against or joining the State of New Jersey, NJ TRANSIT, their boards, officers, agents, and employees arising out of the performance of this Agreement, the SUBRECIPIENT shall assume and take over the investigation and defense thereof as its own cost and expense as set forth above.

17. CODE OF ETHICS

NJ TRANSIT, is governed by a number of civil and criminal laws which control how NJ TRANSIT does business with SUBRECIPIENTS. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12; the Gifts to Public Servants Law, N.J.S.A. 2C:27-6; and the Compensation for Past Official Behavior Law, N.J.S.A. 2C:27-4.

No SUBRECIPIENT shall either directly or indirectly pay, offer to pay, or agree to pay any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such Board Member or employee, or to any partnership, firm, or corporation with which any such Board Member or employee is employed or associated, or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an NJ TRANSIT Board Member or employee from any SUBRECIPIENT shall be reported in writing forthwith by the SUBRECIPIENT to NJ TRANSIT's Ethics Liaison Officer. (The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.)

Whether or not pursuant to employment, contract or other agreement, expressed or implied, no SUBRECIPIENT may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Ethics Liaison Officer who will consult with the Executive Commission on Ethical Standards and the Office of the Attorney General about further action. The Executive Commission may, upon application of the NJ TRANSIT Board Member or employee, grant a waiver of this restriction upon a finding that the present or proposed relationship does not present a potential, or actual appearance of a conflict of interest.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

No SUBRECIPIENT shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his official position in any manner to secure unwarranted privilege or advantage for the SUBRECIPIENT or any other person.

No SUBRECIPIENT may offer any NJ TRANSIT Board Member, employee or family member any gift, payment, loan or other thing of value regardless of whether it might be reasonably inferred that such gift, payment, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees or family members of NJ TRANSIT are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other item or consideration which could be construed as having more than nominal value.

Failure of SUBRECIPIENTS to comply with this policy will subject them to debarment pursuant to N.J.A.C. 16:72-4.1.

18. CONSCIENTIOUS EMPLOYEE PROTECTION ACT

The SUBRECIPIENT will be subject to the provisions of the New Jersey Conscientious Employee Protection Act which states that it is unlawful for an employer, whether public or private to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a local government, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety or welfare.

19. PROCUREMENT

NJT does not purchase capital equipment directly under this program with the exception of vehicles. The Subrecipient may use allocated federal funds for other capital purchases excluding vehicles. Any capital purchase greater than \$1,000 needs the prior approval of NJ TRANSIT. SUBRECIPIENTS must submit all specifications, RFPs, IFBs and any other procurement documentation to NJ TRANSIT for review and approval prior to advertising or going out to bid. SUBRECIPIENTS must also comply with the administrative procedures and requirements in NJ TRANSIT's Expenditure and Reimbursement Guidance and Technical Assistance Binder and policy letter of August 24, 2011. Subrecipients shall also sign up and use FTA RTAP Procurement Pro www.nationalrtap.org prior to bidding for purchase of goods and services.

SUBRECIPIENTS that are local governments must comply with the same Federal requirements governing state procurements. SUBRECIPIENTS must comply with the Third Party Contracting Requirements of FTA Circular 4220.1F in the solicitation, award and administration of its third party contracts. Subrecipients must ensure that all third party contracts contain the required contract clauses. The actual forms that need to be completed relating to third party contracts can be found in the ProcurementPro, a web-based application funded by the national Rural Transit Assistance Program (National RTAP).

Procurements and third party contracts and subcontracts must comply with DBE program requirements (see **Addendum B**).

SUBRECIPIENTS who fail to comply with any of the above procedures will forfeit the right to be reimbursed using project funds.

20. REQUIRED DOCUMENTATION

NJ TRANSIT requires annual affirmations, signed by the SUBRECIPIENT's legal authority certifying compliance with the following obligations in order for this Agreement to be fully executed : Certification Regarding Lobbying Restrictions (**Exhibit I**); Certification Regarding Debarment and Suspension (**Exhibit J** and printout from website <http://epls.gov/>); Code of Ethics (**Exhibit K**); ADA Certification (**Exhibit L**); Resolution (**Exhibit M**); FTA's Annual Certifications and Assurances (**Appendix A**), and Title VI Activities and Monitoring Procedures (**Appendix B**).

21. FTA STANDARD CONTRACT CLAUSES

All required Federal Transit Administration (FTA) Contract clauses set forth as part of the Federal Requirements (**Addendum A**) are hereby incorporated into this Agreement by reference. In the event of a conflict between a FTA clause and a provision of this Agreement, the former shall govern.

22. MODIFICATION

This Agreement may be modified only by written agreement of the parties.

23. U.S. Department of Labor Addendum

All required Department of Labor Contract Clauses set forth as part of the letter from the U.S. Department of Labor are hereby incorporated into this Agreement by reference in (**Appendix C**).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SUBRECIPIENT:

Signature: _____

Name (Print/Type): Robert M. Damminger

Title of Subrecipient Official: Freeholder Director

Date: _____

ATTESTED BY:

Signature: _____

Name (Print/Type): Robert N. DiLella

Title of Subrecipient Official: Clerk of the Board

Date: _____



NEW JERSEY TRANSIT CORPORATION:

Signature: _____

Name (Print/Type): Steven H. Santoro

Title of Official: Assistant Executive Director

Date: _____

ATTESTED BY:

Signature: _____

Name (Print/Type): James P. Flynn

Title of Official: Administrator, Community Transportation

Date: _____

Jeffrey S. Chiesa
Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

PROJECT SUMMARY & GRANT BUDGETPROJECT SUMMARY

Each service that is paid for with JARC funding would be described and is reported as demand response, i.e., *Pureland Shuttle Bus service and the **Vocational-related Transportation. Residents calling Gloucester County for work-related transportation to the Pureland Industrial Park are directed to call South Jersey Transit Authority (SJTA) @ 856-614-1072 (to ensure there is space available); Vocational Transportation to the Abilities Center and St. John of God School and Literacy Related Transportation to Gloucester County College are scheduled through application.

*SJTA operates the shuttle bus traveling to the Pureland Industrial Park has agreed to pick-up Gloucester County residents (according to Pureland Shuttle timetable) for a small fee along with the Camden County residents that are currently transported. SJTA is called directly by residents for 1st, 2nd and 3rd shifts working at the Pureland Industrial Park.

**Applications are completed by Gloucester County residents who inquire about transportation going to the two sheltered workshops in Westville, NJ. Residents are placed on one of the five bus routes traveling to these facilities (at this time Vocational Route 2 is paid through JARC funding).

Work-related transportation supports a demand response bus route operated by the South Jersey Transit Authority (SJTA) that operates through four municipalities with high levels of welfare recipients; Westville, Woodbury, Greenwich and Paulsboro in Gloucester County. The Borough of Paulsboro was cited in Gloucester County's United We Ride Plan as the municipality with highest unemployment rate. The demand response service operated under JARC is targeted for low-income residents who are in need of employment. The Pureland bus service operates Monday through Friday year round. The service operated to arrive and depart at the Pureland Industrial Park for the 3 primary work shifts, 8am-4pm, 4pm-12am and 12am-8am.

The Pureland shuttle is scheduled to offer transfers from NJ Transit buses from scheduled stops in Westville, Woodbury, Paulsboro, and Greenwich for the first, second and third work shifts. The frequency of NJ Transit bus service is limited throughout Gloucester County, however, by operating through these towns the Pureland Shuttle is accessible to low income residents from many areas of Gloucester County.

JARC funding also supports transportation for disabled individuals traveling to two work shop locations; The Abilities Center and St. John of God Community Service, both of which are located in Westville, NJ.

Literacy-related transportation offers people with disabilities limited demand response transportation for residents to Gloucester County College in support of literacy / educational needs. Many of the people with disabilities who are transported under JARC are severely disabled and currently dependent upon government assistance programs as their primary support. The literacy program operates on weekdays except for the summer months of June, July and August.

GRANT BUDGET

Operating

\$250,000

Non-Operating

NONE

LIST FUNDING SOURCES AND AMOUNTS (FTA and Matching Funds)

FTA	Match	TIF/DHS	TIF Match
\$95,000	\$95,000	\$30,000	\$30,000

ROUTE DESCRIPTION

(SUBRECIPIENT TO INSERT AS EXHIBIT)

SEE ATTACHED

ROUTE DESCRIPTION

**South Jersey Transit Authority (SJTA) operates the shuttle bus traveling to the Pureland Industrial Park and has agreed to pick-up Gloucester County residents, along with Camden County residents they are currently serving, for a small fee. The Pureland Shuttle timetable is included within Exhibit C. SJTA is called directly by residents for 1st, 2nd and 3rd working shifts at the Pureland Industrial Park.*

***Applications are completed by Gloucester County residents who inquire about transportation going to the two sheltered workshops in Westville, NJ. Residents are placed on one of the five bus routes traveling to these facilities (currently 64 residents for all combined routes). Vocational Route II is currently paid for with JARC funding and is included within Exhibit C.*

The five Vocational Routes cover areas as follows: Vocational Route I - Glassboro / Sewell / Deptford areas; Vocational Route II - Sewell / Monroeville / Pitman / Barnsboro / Deptford / Wenonah areas; Vocational III - Mickleton / Clarksboro / Paulsboro / West Deptford / Thorofare / Woodbury areas; Vocational Route IV - Clayton / Williamstown / Blackwood / Deptford areas; Vocational V - Woolwich / Logan / Swedesboro / Mickleton / Mullica Hill / Mantua / Mt. Royal / Woodbury areas.

SERVICE SCHEDULE(S)

(SUBRECIPIENT TO INSERT AS EXHIBIT)

Please make sure the schedules you are including in this section mention your route deviation policy with any parameters and phone numbers if advance call-in is required).

SEE ATTACHED

The Pureland Shuttle Connects With:

- NJ TRANSIT bus routes:
 - 401: Philadelphia—Woodbury—Salem
 - 402: Pennsville—Woodbury—Philadelphia
 - 408: Millville—Westville—Philadelphia
 - 410: Bridgeton—Woodbury—Philadelphia
 - 412: Glassboro—Woodbury—Philadelphia
 - 455: Cherry Hill Mall—Woodbury—Paulsboro
 - 463: Woodbury—Avandale Park & Ride, All buses at Rand Transportation Center
- PATCO
- River LINE

For NJ TRANSIT and PATCO schedules contact Cross County Connection at 856.596.8228 or visit www.driveless.com.

Policies:

The shuttle route is subject to change due to weather conditions, roadway construction, or other unforeseen circumstances. In the event of inclement weather, please call 856.686.8359

- Reservations are required.
- All service is curb to curb, drivers are not permitted to exit the bus at any time.
- No animals are permitted except service animals accompanying persons with disabilities.
- Use earphones if you are using listening devices.
- Footwear and shirts are required.
- No eating, drinking, littering or smoking.

Hours of Operation:

Monday through Friday - 856.614.1072

6:35 AM - 7:25 AM
2:30 PM - 3:15 PM
4:15 PM - 5:05 PM and
10:40 PM - 11:15 PM

The shuttle operates year round.

The Pureland Shuttle is wheelchair accessible.



The Pureland Shuttle is a free service operated by the South Jersey Transportation Authority and partially funded by the Gloucester County Board of Chosen Freeholders.



For more information on the Pureland Shuttle or transportation services in southern New Jersey, call Cross County Connection at 856.596.8228, or visit www.driveless.com.



This Cross County Connection Transportation Management Association publication is funded by the New Jersey Department of Transportation and the U.S. Department of Transportation Federal Highway Administration. The Federal Government and the State of New Jersey assume no liability for the contents.

Pureland Shuttle

Reservation Only

For Customer Service Contact:

Gloucester County Division of Transportation Services
856.686.8359
Monday to Friday
8:30 AM to 4:00 PM

For Reservations Contact:

South Jersey Transportation Authority
856.614.1072
Monday to Friday
8:30 AM to 4:00 PM
After hours call 856.614.1072

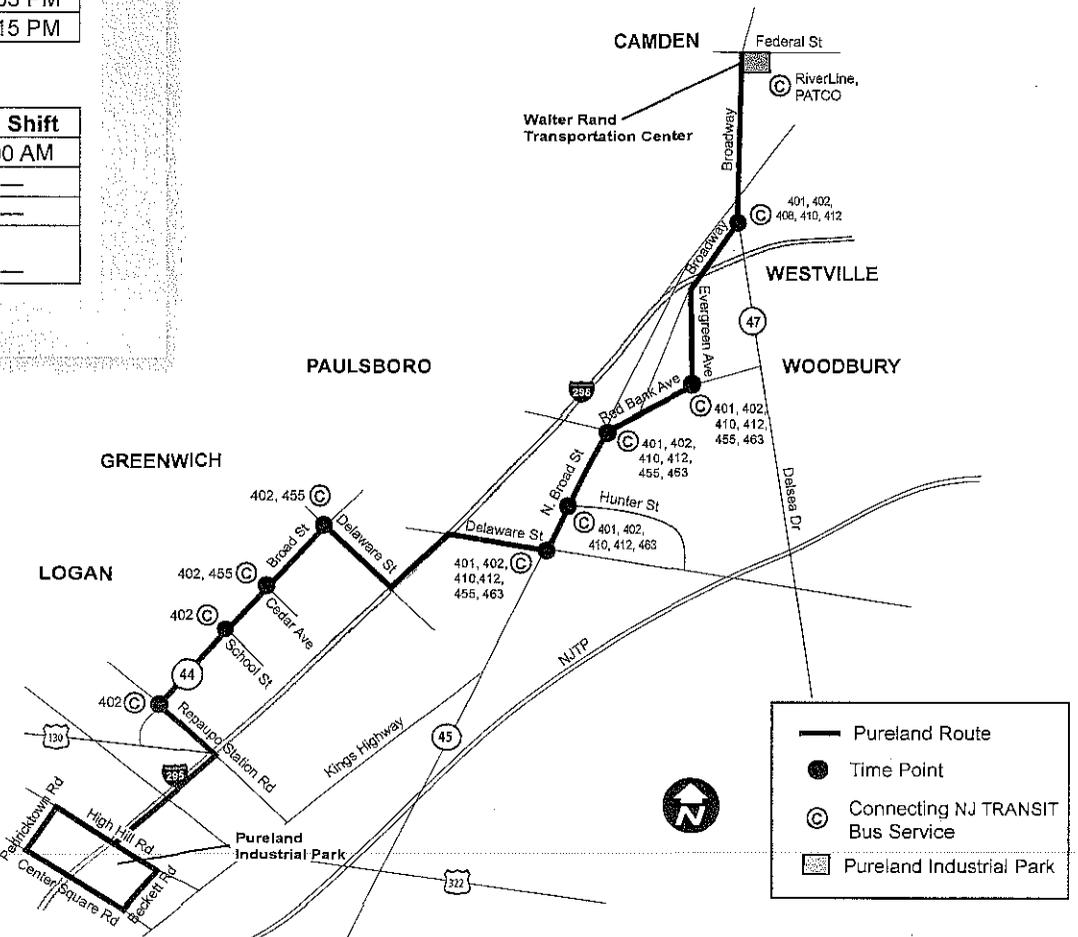
www.driveless.com

To Pureland

Stop Location	Town	1st Shift	2nd Shift	3rd Shift
Leaves Walter Rand Transportation Center	Camden	6:35 AM	—	—
Broadway at Delsea Drive (Rt. 47)	Westville	6:52 AM	2:30 PM	10:40 PM
Evergreen Ave, at Red Bank Ave.	Woodbury	—	2:33 PM	10:43 PM
Broad St. at Red Bank Ave.	Woodbury	—	2:34 PM	10:44 PM
N. Broad St. at Hunter St.	Woodbury	7:00 AM	2:38 PM	10:48 PM
Broad St. at Delaware St.	Paulsboro	—	2:48 PM	10:56 PM
Broad St. at Cedar Ave.	Paulsboro	—	2:50 PM	10:58 PM
Broad St. at School St.	Greenwich	—	2:52 PM	11:00 PM
Broad St. at Repaupo Station Rd.	Logan	—	2:55 PM	11:03 PM
Arrives at Pureland Industrial Park	Logan	7:25 AM	3:15 PM	11:15 PM

From Pureland

Stop Location	Town	1st Shift	2nd Shift	3rd Shift
Leaves Pureland Industrial Park	Logan	4:15 PM	Midnight	8:00 AM
N. Broad St. at Hunter St.	Woodbury	4:40 PM	—	—
Broadway at Delsea Drive (Rt. 47)	Westville	4:48 PM	—	—
Arrives at Walter Rand Transportation Center	Camden	5:05 PM	—	—



Pureland Shuttle

The Pureland Shuttle circulates throughout the Pureland Industrial Park. Please signal the driver when you want to get off or on the shuttle in the Pureland Industrial Park. **Passengers must call 856-614-1072 in advance to make reservations.** The bus may deviate from the route if a reservation is not made for a specific stop.

**GLOUCESTER COUNTY TRANSPORTATION SERVICES
2013 VOCATIONAL II
JUNE 17th 2013**

DRIVER	WEEK ENDING					
Names & Address	Dest.	Mon.	Tue.	Wed.	Thur.	Fri.
1. [REDACTED] 556 Main St Sewell <i>starting back full time 6/17/13</i>	ABC	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM
2. [REDACTED] 581 Hardingville Rd Monroeville	ABC	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM
3. [REDACTED] 402 Barnsboro Rd Sewell	ABC	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM
4. [REDACTED] 108 Glen Lake Ave. Pitman	ABC	X	AM	AM	AM	AM
[REDACTED]		X	PM	PM	PM	PM
5. [REDACTED] 763 Main & Wilson Ave. Barnsboro	St John	X	X	X	X	AM
[REDACTED]		X	X	X	X	PM
6. [REDACTED] 1354 Woodbury-Glassboro Rd Deptford	St. John	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM
7. [REDACTED] 1E. Maple Street. Wenonah	St. John	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM
8. [REDACTED] 551 Allegheny Ave Wenonah	ABC	X	AM	X	AM	X
[REDACTED]		X	X	X	X	X
9. [REDACTED] 400 West Mantua Ave Wenonah <i>starting back full time 6/17/13</i>	ABC	AM	AM	AM	AM	AM
[REDACTED]		PM	PM	PM	PM	PM

GLOUCESTER COUNTY TRANSPORTATION SERVICES
 2013 VOCATIONAL II
 JUNE 17th 2013

	Names & Address	Dest.	Mon.	Tue.	Wed.	Thur.	Fri.
10.	[REDACTED] 4 W. Willow Street Wenonah [REDACTED]	St. John	X	AM	AM	AM	X
			X	PM	PM	PM	X
11.	[REDACTED] o 608 Muhlenberg Avenue Wenonah [REDACTED]	ABC	AM	AM	AM	AM	AM
			PM	PM	PM	PM	PM

MILEAGE

MON	_____ \ _____	_____ \ _____
TUE	_____ \ _____	_____ \ _____
WED	_____ \ _____	_____ \ _____
THUR	_____ \ _____	_____ \ _____
FRI	_____ \ _____	_____ \ _____

FARES / TARIFFS

NOT APPLICABLE

(SUBRECIPIENT TO INSERT AS EXHIBIT - IF APPLICABLE)

LIST OF EQUIPMENT

LIST OF VEHICLES

<u>Vehicle No.</u>	<u>Make</u>	<u>Year</u>	<u>Serial VIN Number</u>	<u>Plate No.</u>
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SEE ATTACHED

NOTE: All vehicles contain accessibility features including a wheelchair lift.

		July 9, 2013		COUNTY OF GLOUCESTER										
				COMPLETE VEHICLE INVENTORY										
LICENSE				FUNDING	VEHICLE	VEH.	IN SERVICE	RETIRE	VEHICLE	VEH.	TYPE OF	W/C	NJT #	
PLATE #	VIN NUMBER	MILEAGE	SOURCE	MFR.	CAP.	DATE	DATE	COST \$	YEAR	FUEL	ACCESS.			
#7	G392CG	1FAFP58222A164037	82,183	Title XIX	Ford SW		Jan-02	2015	\$17,984	2002	Gas	N/A		
#24	M233CG	1D4GP24R15B246729	152,515	Casino	Dodge SW		Sep-04	2013	\$20,105	2005	Gas	N/A		
#65	CG17519	4UZAACBW84CN81476	80,732	Flex	Freight. Bus	18+2	Sep-04	2015	\$85,959	2004	Diesel	2		
#27	M224CG	1DFGP24R85B246730	168,400	Casino	Dodge SW		Oct-04	2013	\$20,105	2005	Gas	N/A		
#28	M663CG	2FMZA51666BA22849	102,635	Casino	Ford MV		Dec-05	2014	\$20,105	2006	Gas	N/A		
#68	CG17556	1FDXE45S36HA32934	136,808	Casino	Ford Bus	16+2	Feb-06	2013	\$56,000	2006	Diesel	2		
#71	P282CG	1BABDCKA96F227742	75,955	5309	Ford Bus	22+2	Jun-06	2013	\$72,000	2006	Diesel	2	CS-622	
#72	P283CG	1BABDCKA06F227743	97,134	5309	Ford Bus	22+2	Jun-06	2013	\$72,000	2006	Diesel	2		
#73	E221CG	1FDWE35P46HA69167	96,587	JARC	Ford Bus	12	Jun-06	2013	\$54,500	2006	Diesel	N/A		
#2	S147CG	1FDXE45P96DA68601	76,753	5310	Ford Bus	17+2	May-07	2015	\$54,000	2006	Diesel	2		
#3	N854CG	1D4GP24E77B203397	103,001	Casino	Dodge SW		Feb-07	2014	\$18,780	2007	Gas	N/A		
#77	N855CG	1D4GP24E97B208898	101,185	Casino	Dodge SW		Feb-07	2014	\$18,780	2007	Gas	N/A		
#41	R635CG	1FDXE45P47DA65476	137,788	Casino	Ford Bus	14+2	Feb-07	2013	\$56,000	2007	Diesel	2		
#46	U677CG	1GBJG316X81173913	87,887	5310	Chevy Bus	12+1	Sep-08	2014	\$52,500	2008	Diesel	1	16-1262	
#78	U676CG	1GBJG316481174085	101,698	5310	Ford Bus	12+1	Feb-08	2014	\$52,500	2008	Diesel	1	16-1263	
#79	U171CG	1FD3E35P28DA42871	116,250	Casino	Ford Bus	12+2	Feb-08	2014	\$52,977	2008	Diesel	2		
#30	U172CG	1FD3E35P48DA42872	73,605	Casino	Ford Bus	12+2	Oct-09	2015	\$52,977	2009	Diesel	2		
#31	CG12330	1GBJG316X91161617	68,905	5310	Ford Bus	12+1	Oct-09	2015	\$56,000	2009	Diesel	1	16-1343	
#32	CG12331	1GBJG316X91162427	54,280	5310	Ford Bus	12+1	Oct-09	2016	\$56,000	2009	Diesel	1	16-1344	
#33	CG12332	1GBJG316291162082	74,273	5310	Ford Bus	12+1	Nov-09	2015	\$56,000	2009	Diesel	1	16-1345	
#34	CG12333	1GBJG316491162228	64,170	Flex	Ford Bus	12+1	Oct-09	2015	\$56,000	2009	Diesel	1	16-1342	
#42	CG12329	1GBJG316491161329	82,445	5310	Ford Bus	12+1	Sep-08	2014	\$56,000	2009	Diesel	1	16-1267	
#43	V190CG	1GBJG316981188497	106,029	5310	Chevy Bus	12+1	Sep-08	2014	\$52,500	2009	Diesel	1	16-1280	
#66	U699CG	1GBJG316281187675	82,731	5310	Chevy Bus	12+1	Dec-08	2014	\$52,500	2009	Diesel	1		
#67	V382CG	1FDEE35P09DA15677	107,854	Casino	Chevy Bus	12+2	Dec-08	2013	\$52,500	2009	Diesel	2		
#47	Z208CG	5WEASAAM8BH354310	19,185	ARRA 5311	Chevy Bus	28+2	Dec-11	2017	\$70,000	2011	Diesel	2	18-105	
#48	Z208CG	1FDEE3FSXBDA63552	30,782	ARRA 5311	Chevy Bus	12+2	Dec-11	2017	\$43,700	2011	Diesel	2	18-112	
#49	CG6AAJ	1FD4E4FSXBDA63593	19,791	5310	Ford Bus	12+2	Dec-11	2017	\$50,400	2011	Gas	2	16-1419	
#50	CG4AAG	1FD4E4FS8BDA63592	25,123	5310	Ford Bus	16+2	Jan-12	2017	\$50,400	2011	Gas	2	16-1418	

Exhibit F

Monthly Expenditure Report and Reimbursement Request Invoicing Procedures and Other Important Information

Invoicing Procedures

* **Setting up an Invoice Number.** On the Invoice Number line, please indicate the month for which you are invoicing us as well as an invoice number. Please use the following method when numbering your invoices: use a four digit number, with the first two digits being the year and the last two digits being the month invoiced. For example, a May 2010 invoice would be numbered 1005; next year's (2011) March invoice will be 1103. This method allows us to easily track the progress of your invoice through our Accounts Payable system and ensure timely payment of your invoices.

Documentation

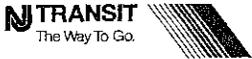
* List the labor associated with this expense as detailed on page 2 and provides the rate that is being charged for fringe and overhead. Carry this expense over on the summary on page 1.

* Include all of the actual expenses incurred during the month. Any expenses you charge us for must be accompanied by a copy of the supporting documents (copies of the invoices from other vendors, for example).

Other Important Information:

* **Service Start Date.** When the Subrecipient has set a firm start date, please advise us in writing of the date on which your service starts. You may email that information to you Project/ Program Manager.

* **Route, schedule or fare changes.** Since your service is being operated under NJ TRANSIT's auspices, any changes to your route, schedule or fare charged need to be communicated to use in writing. Each of these pieces of information is included as an Exhibit in the Agreement between us and need to be kept current.



**For Use with Federally Funded Programs
Monthly Expenditure Report and Reimbursement Request**

Check () appropriate grant program pertaining to this reimbursement form.
Note: Each grant program funding source must have its own reimbursement form.

GRANT PROGRAM: JARC CMAQ _____ 5307 _____ New Freedom: _____
Indicate Round number for JARC - Round # _____ 13

Shuttle or Program Name: Gloucester County JARC Service Start Date: _____
Example: Downtown Shuttle Agreement: 7/1/2013 6/30/2015
Invoice Number: _____ Expenses: From: _____ To: _____
(See Instructions to insert invoice number)

Purchase Order (PO) #:

REIMBURSEMENT PAYABLE TO: Name of Grantee/Subrecipient: Gloucester County Division of Transport
(Type name of Grantee and Address) Address: 115 Budd Boulevard

Invoice Submission Date: _____ Town, State, Zip: West Deptford, NJ 08096

I certify that this invoice is correct and that the described services have been furnished or rendered, and that no bonus has been given or received on account of said invoice.

Signature of Authorized Certifying Official (Required): _____

Print Name: Mark Seigel
Title: Coordinator
Phone Number: 856-686-8362

OPERATING/ADMINISTRATIVE BUDGET LINE ITEMS	PROJECT BUDGET	AMOUNT OF CURRENT MONTH REIMB. REQUESTED	TOTAL REIMB. TO DATE
Salaries & Fringe Benefits (Operating) (drivers, mechanics, and dispatchers, etc.)	\$180,000.00		
Salaries & Fringe Benefits (Admin) (project director, secretary, bookkeeper, etc.)			
Standard Overhead (Indirect Costs as indicated in an approved Cost Allocation Plan including office insur. if applicable) (Admin)	\$25,000.00		
Third Party Contract Services (i.e. audit, legal, leased vehicles, drug & alcohol testing, etc.)	25,000.00		
Office Supplies (Admin)			
Insurance premiums or payments to a self-insurance reserve (Operating)			
Marketing Expenses (Admin)			
Maintenance and repairs (include towing, vehicle registration costs)			
Materials consumed (oil, fuel, etc.)	20,000.00		
Tele-data communications (telephone, cell, GPS, radio communications, computer software)			
Training / Travel			
Other Miscellaneous Expenses (include uniforms, webinars, etc. if applicable). Please List and identify as Admin. or Operating			
Total Operating/Program Expenses	250,000.00		
(-Fares, Donations)			
(-Local Funds, Matching Funds)	125,000.00	\$0.00	\$0.00
Total Reimbursement Request (\$20,000 TIF/DHS)	\$125,000.00	\$0.00	\$0.00

NJ TRANSIT USE ONLY			
Reimbursement Source	AMOUNT	P.O. #	PROJECT #
Approved Reimbursement Amount		V 55373	MPK,MRW,MRX

Approved for Payment: _____
NJ TRANSIT Rep.

Date: _____

Monthly Expenditure Report and Reimbursement Request

(Continued)

LABOR EXPENSE BY MONTH

NAME	TITLE	HOURLY RATE	HOURS WORKED	TOTAL
Debra Caltagirone	Omnibus Operator	26.6562	35	\$932.97
Tracey Cudd	Omnibus Operator	26.6562	35	\$932.97
Stephanie Evans	Principal Clerk Typist	27.7728	35	\$972.05
Margaret McGee	Omnibus Operator	26.6562	0	\$0.00
Janice Pfeiffer	Community Service Aide	23.7805	35	\$832.32
Michael Pizzelli	Omnibus Operator	26.6562	0	\$0.00
Karen Sharp Davis	Supervising Omnibus Ope	28.9432	40	\$1,157.73
Holly Tongue	Principal Clerk Typist	27.7728	40	\$1,110.91
Patricia Wheeler	Omnibus Operator	26.6562	40	\$1,066.25
Donald Whitley	Omnibus Operator	26.6562	0	\$0.00
Total full time				\$7,005.19
A. Battilana	Part time Omnibus opera	20.5775	0	\$0.00
E. Bauer	Part time Omnibus opera	26.6562	20	\$533.12
M. Bilbow	Part time Omnibus opera	26.6562	25	\$666.41
S. Blair	Part time Omnibus opera	26.6562	0	\$0.00
Chris Bradley	Part time Omnibus opera	24.1373	15	\$362.06
S. Carlin	Part time Omnibus opera	20.5775	0	\$0.00
Dana Davis	Part time Omnibus opera	26.6562	15	\$399.84
Jim Diets	Part time Omnibus opera	20.5775	0	\$0.00
Tiffany Graves	Part time Omnibus opera	20.5775	0	\$0.00
Calvin Hill	Part time Omnibus opera	25.3970	20	\$507.94
Kari Kappler	Part time Omnibus opera	26.6562	0	\$0.00
Francisco Melendez	Part time Omnibus opera	26.0266	15	\$390.40
Renee Pistilli	Part time Omnibus opera	24.1373	19	\$458.61
Pat Sweet	Part time Omnibus opera	20.5775	20	\$411.55
Total part time (no indirect costs)				\$3,729.93
Grand Total				\$10,735.12

no image

**INSTRUCTIONS FOR THE
MONTHLY RIDERSHIP AND SAFETY & SECURITY REPORTS**

The attached forms are to be submitted on NJ TRANSIT's S-Rides system <http://s-rides.njtransit.com/> on or before the 20TH day of the month following the close of each reporting month. Necessary information to complete this form can be obtained from driver's daily trip, passenger trip, and operating or maintenance records.

NJ TRANSIT shall receive one report form for all vehicles each month throughout the useful life of the vehicle(s).

Example:

<u>Month</u>	<u>Report Due No Later Than</u>
January 30	February 20
February 28	March 20
March 31	April 20
April 30	May 20

Definitions for the Monthly Ridership Report:

- a. **Number of Days Vehicle Operated in Service:** The number of days the vehicle operated to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).
- b. **Unlinked Passenger Trips:** The cumulative sum of distances ridden by each passenger. A unit of service, one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "one-way passenger trip". A unit of service, one passenger traveling in a vehicle per one mile; ex: ten passengers traveling one-mile equals ten passenger miles.
- c. **Actual Vehicle Revenue Hours:** The total number of hours driven from the time of the first passenger pick up to the last passenger drop-off. It does not include layover time, recovery time, or deadhead time (leaving or returning to the garage, yard or staging facility).
- d. **Actual Vehicle Revenue Service Miles:** The number of miles that vehicles travel in carrying passengers from the time of the first passenger pickup to the last passenger drop off. It does not include deadhead miles, those miles between the garage to the first passenger pickup and between the last passenger drop-off and garage.
- e. **Vehicles Operated in Monthly Maximum Service (VOMMS):** The number of vehicles operating to meet the maximum service requirement (exclude atypical days such as holiday celebrations or one-time special events).

Monthly RIDERSHIP must be submitted to NJ TRANSIT electronically via S-RIDES

SAMPLE

The screenshot displays the S-RIDES web application interface. At the top, there is a navigation bar with links for Home, e-Forms, Import, and Account History. The main heading is "Monthly Ridership". Below this, there are filters for Year (2011) and Month (January), along with a search button. The status is set to "SUBMITTED" and the filter is set to "All Programs". A link to "Export Data Into Excel" is also present.

1. Demand Response and Deviated Fixed Route

Program	Demand Response Passenger Trips	Demand Response Subsequent Trips	Demand Response Fares	Total Trips for Demand Response	Deviated Fixed Route Passenger Trips	Deviated Fixed Route Fares	Total Trips for Demand Response & Deviated Fixed Route
CASINO	45	5	100	50	25	0	75
COUNTY				0	0	0	0
Total	45	5	100	50	25	0	75

2. Customer Trip Purpose

Program	Medical	Work/Comm. Employment	Comp. Employment	Recreation	Education & Training	Religion	Shopping & Personal	Other	Total Trips
CASINO	0	50	0	0	0	0	0	25	75
COUNTY									0
Total	0	50	0	0	0	0	0	25	75

3. Customer Characteristics

Program	Senior Ambulatory	Senior Nonambulatory	Disabled Ambulatory	Disabled Nonambulatory	Other	Total Trips
CASINO						75
COUNTY						0
Total	0	0	0	0	0	75

E2

RESOLUTION AUTHORIZING A TWO (2) MONTH EXTENSION, FROM AUGUST 1, 2013 TO SEPTEMBER 30, 2013, TO CONTRACTS WITH ROWLAND TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED \$17,000.00

WHEREAS, a contract was awarded to Rowland Transportation, Inc., 425 Raritan Street, Camden, New Jersey 08105 and Rails Consulting Services, LLC, 4100 Sylon Boulevard, Hainesport, New Jersey 08036, on July 22, 2009, per PD# 09-047 for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one-year periods, the option to extend has been exercised by the County for two (2) additional one-year periods; and

WHEREAS, the existing contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC expire on July 31, 2013; and

WHEREAS, in order to meet new federal standards, the contracts cannot be prepared until the new Federal Standards are prepared and sent by the Federal Government and then bid specifications can be prepared, which must be approved by New Jersey Transit prior to publication; and

WHEREAS, until the Federal Standards are received the County cannot prepare bid specifications; and

WHEREAS, the Gloucester County residents who are handicapped or have special needs cannot be put on hold for their transportation needs, the County of Gloucester is required to prepare an extension to the original contracts for reasons specified above, which were unanticipated; and

WHEREAS, the Department of Human Services have been in contact with the Federal Government and the State since early May, 2013, however, the Federal Standards are still not finalized; and

WHEREAS, the contract extensions shall be a period of two (2) months, from August 1, 2013 to September 30, 2013, for estimated units of services on an as needed basis, in an amount not to exceed \$17,000.00 per extension. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the previously executed Contracts, 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 that the County does hereby extend the contracts with Rowland Transportation, Inc. and Rails Consulting Services, LLC, for the provision of outside transportation services for Gloucester County residents to travel to/from non-emergency medical appointments and other scheduled appointments for a period of two months, August 1, 2013 to September 30, 2013, in an amount not to exceed \$17,000.00 per extension; and

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

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EQ

**AMENDMENT TO CONTRACT
BETWEEN
ROWLAND TRANSPORTATION, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 22ND day of July, 2009, by and between Rowland Transportation, Inc., with offices at 425 Raritan Street, Camden, New Jersey 08105 hereinafter referred to as **“Contractor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

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 to extend the contract term for a period of two months, from August 1, 2013 to September 30, 2013.

The contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$17,000.00, from August 1, 2013 to September 30, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the _____ day of _____, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROWLAND TRANSPORTATION, INC.

By:
Title:

E2

**AMENDMENT TO CONTRACT
BETWEEN
RAILS CONSULTING SERVICES, LLC
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 22ND day of July, 2009, by and between Rails Consulting Services, LLC, with offices at 4100 Sylon Boulevard, Hainesport, New Jersey 08036 hereinafter referred to as **“Contractor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

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 to extend the contract term for a period of two months, from August 1, 2013 to September 30, 2013.

The contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$17,000.00, from August 1, 2013 to September 30, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the _____ day of _____, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

RAILS CONSULTING SERVICES, LLC

By:
Title:

F

RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MULTI-JURISDICTIONAL GANG, GUN AND NARCOTICS TASK FORCES, JAG 1-8TF-12, IN THE AMOUNT OF \$74,468.00, FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, there exists a need in the County of Gloucester for the continuation of services by the Gloucester County Prosecutor's Office as part of the Gangs, Guns and Narcotics Task Forces; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds relative to said program; and

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

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$74,468.00, for the period of July 1, 2013 to June 30, 2014.

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

1. The Director of the Board is hereby authorized to execute any and all documents relative to the hereinabove referenced grant application by the Gloucester County Prosecutor's Office with the NJ Department of Law and Public Safety, Division of Criminal Justice, for the Edward Byrne Memorial Justice Assistant Grant (JAG) for a Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces Grant in the amount of \$74,468.00, as part of the Gang's, Guns and Narcotics Task Force from July 1, 2013 to June 30, 2014.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.

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



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: SGT Danielle LoRusso

DEPARTMENT: Prosecutors Office

GRANT TITLE: Multi-Jurisdictional County Gang, Gun &
Narcotics Task Force

DATE: July 9, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

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

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]
REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: July ²⁴ 17, 2013

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

GRANT REQUEST FORM

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

DATE: 7/3/13

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 13-261

2. GRANT TITLE: Multi-Jurisdictional County Gang, Gun and Narcotics Task Forces

3. GRANT TERM: FROM: 7/1/13 TO: 6/30/14

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Sgt. Danielle LoRusso 224-8224

6. NAME OF FUNDING AGENCY: New Jersey Department of Law & Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Continuation funding to partially pay the salaries of five personnel of the Multi-Jurisdictional Gang, Gun and Narcotics Task Forces. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<u>Charles Landi</u>	<u>\$18,000</u>	<u>Paul Colangelo</u>	<u>\$18,000</u>
<u>Patrick Goggin</u>	<u>\$18,000</u>	<u>Nancy Perez</u>	<u>\$4,000</u>
<u>Suzanne Wozniak</u>	<u>\$4,468</u>	<u>Overtime</u>	<u>\$12,000</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 74,468

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR: 6/10/13 (Extension granted)

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 7/3/13

1. GRANT TITLE: Multi-Jurisdictional Gang, Gun and Narcotics Task Forces
2. DEPARTMENT: Prosecutor's Office
3. GRANT ID NUMBER: STATE: JAG-1-8TF-12
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Kevin Moran
5. FUNDING AGENCY PHONE NUMBER: 609-984-5688
6. GRANT AMOUNT: \$74,468
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: _____
8. CONTRACT PERIOD: FROM: 7/1/13 TO: 6/30/14
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN): _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 5th of each month following month of report

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: At this time we have received no indication that future funding will not be available. Funds distributed depend upon the total award amount available and divided to the counties based upon their Uniform Crime Reports (UCR) stats.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Continuation funding to partially pay the salaries of five personnel of the Gang, Gun and Narcotics Task Force, formerly known as the Narcotics Task Force. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: 
Signature

DATE: 7-3-13

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1 _____
Signature

2 _____
Signature

BUDGET NARRATIVE
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-8TF-12
July 1, 2013 – June 30, 2014

101.01	Salaries & Wages / Regular Pay	\$62,468
207	Overtime Reimbursement	\$12,000
	Total	\$74,468

C-2
LINE ITEM NARRATIVE
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-8TF-12
July 1, 2013 – June 30, 2014

A. SALARIES & WAGES

101.01 Salaries and Wages

To partially fund salaries for five (5) members of the unit staff; one assistant prosecutor, two detectives and two support staff. Salaries for these employees are based upon CWA and PBA contracts.

207 Overtime Reimbursement

To reimburse municipal police departments for overtime incurred by their “on loan” officers. Under the grant guidelines we are required to have municipal officers participate in our joint task force. The municipalities pay their regular rate salaries and this grant reimburses them for overtime incurred. In all instances we attempt to adjust schedules to incur minimal overtime, however depending upon the ongoing investigations the overtime incurred is unpredictable. Any remaining funds will be used toward overtime incurred by Prosecutor’s Office investigators paid under this grant.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST**

SUBGRANTEE: County of Gloucester

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

PART I:

- X Applicant Information Form
- X Problem Statement/Needs Assessment (Provided by Applicant)
- X Project Description (Provided by Applicant)
- X Goals, Objectives, and Work Plan (Action Strategy) (Provided by Applicant)
- X Project Management and Staff (Provided by Applicant)
- X Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- X Project Budget Detail Form
- X Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

PART II:

- X Application Authorization
- X Certification of Equal Employment Opportunity Plan (EEOP) Form
- X General Conditions and Assurances
- X Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- X Resolution of Participation and Certification of Recording Officer (Not applicable to State Agencies)
- X Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Single Audit or audited financial statements (if required, see Audit Requirements Form)
- Accounting System and Financial Capability Questionnaire

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Form 990-Income Tax Return
- List of Officers/Directors/Trustees
- Sources of Funds Form
- Mandatory Waiver from Local Units of Government

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION**

Applicant Information Form

JAG Program

Project Duration Period (when to when): 7/1/13-6/30/14		Grant No.: JAG 1-8TF-12
Official Name of Applicant Agency: County of Gloucester		
Address: 2 South Broad Street		
City/State: Woodbury/NJ	Zip Code + 4: 08096-4604	County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office		
Agency Website:	Fiscal Year Start Date: January 1, 2013	Federal ID Number: 216000660
Charitable Registration Number (if non profit & not exempt):		
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate sheet.		

Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495

Name and Title of Project Director: Danielle LoRusso, Sergeant			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 0896-4604			
Telephone: 856-224-8224	Ext.	Email: doloruso@co.gloucester.nj.us	Fax: 856-224-8239

Name and Title of Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 0896-4604			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3352	Ext.	Email: gschwarz@co.gloucester.nj.us	Fax: 856-251-6778

Name and Title of PMT Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 0896-4604			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

PROBLEM STATEMENT

Gloucester County is a suburban and rural county located in southern New Jersey. It is bordered by Camden, Salem, Atlantic and Cumberland counties. The Delaware River separates the western side of the county from the City of Philadelphia, Chester County, Pennsylvania and the State of Delaware. Gloucester County is located directly in the Philadelphia - Atlantic City corridor and the New York City - Philadelphia/Camden - Washington, DC corridor. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 289,920 residents. Gloucester County's population continues to surge at an extremely rapid rate. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295, State Highway 55 and 322 pass through the county giving gang members, drug couriers, and other criminals easy access from the major surrounding cities.

Located between Camden County to the north and Cumberland County to the south, Gloucester County is in a geographically precarious position. Camden City has a significant gang presence which contributes to the staggering percentage of the city's violent crimes and drug related offenses. Effective law enforcement efforts and successful gang recruitment has caused the gang problem to spread to suburban municipalities throughout Camden County. The reach of the gangs has recently and most notably extended into Gloucester County over the course of the past year. The municipalities of Bridgton, Millville, and Vineland (BMV) in Cumberland County are also combating a serious gang problem. - Much like the influx of gang members into Gloucester County from Camden County, gang members from BMV are migrating to Gloucester County to establish their territory, recruit additional members, and set up narcotics trafficking operations.

Historically, intelligence information has shown that Philadelphia, Camden and New York are major source cities for controlled dangerous substances to include crack, powdered cocaine, marijuana, methamphetamine, prescription pills and ecstasy. Gloucester County is in an ideal geographic location for the motivated and entrepreneurial gang member or drug dealer. Gloucester County offers a unique combination of rural areas, suburban municipalities, and urban clusters, which all have relatively quick and easy access to major transportation arteries. This combination equates to a relatively easy commute to and from any suburban outpost in Gloucester County to and from Camden, Atlantic City or Philadelphia. Gang members have seen the potential for growth in the communities of Gloucester County and are beginning to establish a foothold in certain municipalities. The onset of a gang problem in Gloucester County has become apparent and the law enforcement community of Gloucester County has taken the appropriate steps in preparation to combat it.

In 1998, forty-eight (48) open air drug markets within Gloucester County were identified by the Gloucester County Narcotics Strike Force and local police departments. They were located in Paulsboro, Glassboro, Woodbury, Monroe, Clayton, Deptford, Franklin and Swedesboro. These locations were designated as "Quality of Life" Enforcement Zones. The designated zones were plagued with an increase of not only sales of crack, cocaine and marijuana, but crimes such as assaults, robberies, burglaries, thefts and crimes of violence. Drug related shootings and aggravated assaults have also occurred in these zones as a result of turf wars over drug corners and robberies of drug dealers and their buyers. Today, because of a concerted effort of law enforcement, many of the originally designated "Quality of Life" zones are

no longer indentified as open air drug locations. Cooperative efforts amongst law enforcement agencies in Gloucester County to combat the problem of open air drug markets have been successful over the past decade. This same cooperation is going to be required to combat the burgeoning gang problem in Gloucester County.

~~Municipal police department budgets have been stretched to their limits in order to~~ provide quality police services to the ever expanding municipalities in Gloucester County. In many cases the population expansion has been so rapid that departments are struggling to keep pace. Their ability to address issues pertaining to violent crimes and property crimes is being and will continue to be made much more difficult with the addition of the growing gang problem. Municipal police departments are ill equipped to provide the personnel or resources needed to conduct comprehensive investigations of violent street gangs. The need to maintain continual intelligence on the activities and operations of violent gangs and their members is paramount. This is undoubtedly a daunting task, but one that will be critical to the success of law enforcement in Gloucester County in combating violent gangs and establish a sound intelligence led policing initiative. The vast majority of municipal police departments do not have the personnel to assign an officer to be a full time "gang" officer and heavy reliance will be placed on the Gloucester County Gangs, Guns, and Narcotics Task Force (GGNTF) to supplement their law enforcement needs.

The Bloods continue to be the most dominant and prevalent gang in Gloucester County. Over one hundred and eighty five (185) members of the Bloods have been identified as either having residency in Gloucester County, served time in the Gloucester County Jail, or committed a criminal act in Gloucester County over the past five (5) years. Thirty-one (31) different street gangs, outlaw motorcycle gangs, and supremacist groups are represented in Gloucester County. They have been identified through the efforts of the Gloucester County Jail and the field contacts with members of the Gloucester County law enforcement community. It should be noted that the number of street gangs has actually decreased from thirty-six (36) to thirty-one (31).

Thirteen (13) different Blood sets have been identified in Gloucester County over the last five (5) years. These sets represent the older, more established west coast Blood sets and also the sets spawned from the development of the east coast based United Blood Nation which began in the early 1990s. Intelligence sharing initiatives and the cultivation of confidential informants from within the ranks of the Bloods have been critical in tracking trends and the identification of new Bloods members. Documentation of gang members and activity along with the utilization of countywide intelligence has facilitated uniformity of gang member knowledge amongst the twenty-four (24) municipalities in Gloucester County. Numerous members of the Fruit Town Brims set of the Bloods were sentenced to multi-year state prison terms after the culmination of two successful long-term investigations in 2008, which were assisted by the New Jersey State Police (NJSP). The removal of these gang members created a power vacuum amongst gang members in Gloucester County and specifically in the Glassboro/Clayton area. It should be noted that the epicenter of gang activity in Gloucester County is the Glassboro/Clayton area. Unfortunately, this vacuum was quickly filled by the 793 set of the Bloods in 2010. The number of the 793 Bloods in Glassboro swelled to over thirty (30) members and is still growing. In addition to the increased membership, the 793 Bloods began dominating the lucrative open air drug trade in the low income housing areas in Glassboro. Assaults and robberies increased in these low income areas as the 793 Bloods established their foothold.

Unfortunately, numerous members of the Fruit Town Brims have completed their prison sentences or have been paroled and have returned to the Glassboro/Clayton area. Reliable information from several informants indicates that the Fruit Town Brims are intent on regaining control of Glassboro/Clayton and have the 793 Bloods in their crosshairs. The 793 Bloods are comprised of younger members who have strong ties to the older members (who grew up in Glassboro/Clayton) of the Fruit Town Brims. These younger gang members are rumored to be abandoning the 793 set in favor of the Fruit Town Brims. The primary reason is they are fearful they will be a target of violence if they do not switch over to the Fruit Town Brims. They also realize the older members of the Fruit Town Brims are coming out of prison with additional gang member status and they are going to quickly re-establish their narcotics distribution connections. This is a dilemma that has been the focus of our targeting efforts.

After two successful long term narcotics investigations targeting the Fruit Town Brim set of the Bloods in Gloucester County resulted in extended state prison sentences for well established gang members, a power vacuum in the Glassboro/Clayton area quickly emerged. The vacuum was filled by a ranking member of the 793 Bloods from the Newark area. This individual who has effectively recruited nearly every member of the Glassboro based local street gang the "Dark Side Killers." 793 Bloods are intent on dominating the lucrative open air drug trade in the low income housing areas in Glassboro. It goes without saying that with the take-over of drug distribution territory the violence that goes along with defending it is sure to follow. This has come in the form of a rising conflict between 793 members and Fruit Town Brims who began returning from prison approximately three years ago.

According to the most recent New Jersey State Police Gang Survey of 2010, 45% of New Jersey's 565 municipalities reported some sort of gang presence, which is an increase of 2% from the 2007 survey. In 2007, 43% of New Jersey's 567 municipalities reported some sort of gang presence and 58% of Gloucester County's municipalities reported the presence of gangs. This is a significant rise from 2004 where 21% of Gloucester County's municipalities reported some sort of gang presence. These figures prove that gang presence is on the rise in Gloucester County.

UCR statistics for 2013 show a slight increase in violent crime when compared to the same time frame in 2012 in Gloucester County. Statistics obtained through "Operation Cease Fire" reflect that firearm seizure figures over the past few years illustrate an increasing gun problem in Gloucester County. In 2011, the number of firearms seized was two hundred and two (202) and the number of persons charged with the unlawful possession of a firearm was fifty-seven (57). In 2012, the number of firearms seized is two hundred and ninety-nine (299) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72). In 2013, the number of firearms seized is four hundred and ninety seven (497) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72), which shows an increase in firearms seizure but the arrests have stayed the same.

During this past year, the Gloucester County Prosecutor's Office's Intelligence Unit started a Mobile Deployment Initiative (MDI). The intent of this operation is to target habitual offenders, violent criminals, gang members, and potential information sources for apprehension. The critical aspect of the operation is the post-arrest intelligence debriefing of each target. Designated debriefing personnel interview each target for the purpose of developing real time and actionable intelligence on recent crime trends (residential burglaries, car burglaries, copper theft, etc), illegal firearms, CDS distribution, violent crimes, and gang activity. An additional

objective is to cultivate confidential informants. Viable intelligence will be acted upon immediately or passed to the appropriate law enforcement agency for follow up investigation. This initiative is proactive and cooperative in nature and undoubtedly strengthens relationships among the participating agencies. Over the past several months, a total of fifty-five (55) subjects were arrested. Many of the targets that were arrested had lengthy and violent criminal histories. Also arrested were known narcotics distributors and six (6) members of the Bloods street gang. The post-arrest debriefings yielded valuable intelligence on a wide variety of crimes including narcotics activity, illegal firearms, burglary, credit card fraud, the location of a fleeing fugitive, and child pornography. This information was evaluated and disseminated to the appropriate police departments. MDIs offer an opportunity for multiple agencies to work cooperatively to bring all our resources together.

In summary, the presence of gang members in Gloucester County is very apparent and they are routinely participating in a broad spectrum of crimes ranging from armed robberies to organized fraud. We have diligently worked to prepare for this problem. We pride ourselves on tenaciously attacking the gang problem and routinely look to be innovative in our approach. The Gloucester County Prosecutor's Office has combined the resources of the GGNTF, the Fugitive Investigations Unit (FIU), and the Intelligence Unit to utilize the skills and experience of each unit. We are battling the greatest challenge law enforcement in Gloucester County will face for the foreseeable future.

Project Description

The Gloucester County Gangs, Guns, and Narcotics Task Force intends on engaging in a multi-faceted initiative that will target violent crime and the violent, and oftentimes repeat, offenders that perpetrate them. The initiative will be carried out by not only the Gloucester County GGNTF, but also many other law enforcement partners that will be working synergistically toward a common goal. It is a statistical fact that a small percentage of especially violent criminals are responsible for a large percentage of overall violent crime. This statistic holds true in Gloucester County as well. UCR violent crime statistics show a slight increase from 2012 to 2013 in Gloucester County. As stated above, Gloucester County is in the beginning phase of a substantial gang problem. This proposed program is being instituted to not only combat a blooming gang problem, but to also effectively mitigate the problem before it can gain momentum. We have learned lessons from our neighbors to the north and south, which were unable to stem the tide in time and are now playing catch up with gangs and the violent crime that inherently accompanies them.

Intelligence led policing and information sharing amongst the Gloucester County law enforcement collective will also be a major component of the initiative. This will lead to a more focused and timely enforcement approach. Suppressing gang activity quickly and responding swiftly to violent crime trends and surges will be largely based off of utilizing good intelligence. Information sharing has never been more critical. We have established a robust intelligence database that provides all law enforcement agencies in Gloucester County with access. It ensures we are all operating on the same page and eliminates departmental secrecy that has plagued law enforcement in the past. Technological resources are going to be significant factors in the quest for information superiority. New systems such as the Automated License Plate Recognition (ALPR) system have shown the incredible advantage high technology equipment can provide to law enforcement. The ALPR has already proven effective at tracking the activities of gang members and violent criminals. Its use will be increased during this initiative and for years to come.

The Gloucester County GGNTF has enjoyed success targeting gang members and violent offenders through an effective measure of combining the resources of task force members with the Gloucester County Prosecutor's Office Fugitive and Intelligence Units. This has resulted in a synergistic approach to tracking, investigating, and arresting gang members and violent offenders. A marked increase in intelligence sharing coupled with a highly proactive approach to curtailing gang activity has yielded very positive results. Serial home invasions, armed robberies, and smash-and-grab burglaries have been the crimes of choice of gang members in Gloucester County. The Gloucester County intelligence liaison system and a broader informant network have proven invaluable in investigating these crimes. Several investigations into the serious crimes of gang members in Gloucester County during 2012 and into 2013 have been successfully resolved through intelligence sharing and maximizing cooperative law enforcement efforts.

One high impact investigative initiative was the development of an intelligence watch list comprised of Gloucester County's "worst of the worst" criminals. This list was developed after recognizing that a relatively small percentage of criminals are responsible for a large percentage of pervasive and violent criminal activity within Gloucester County. It was also

determined that high ranking gang members in Gloucester County were highly effective recruiters and pose a significant threat to at-risk juveniles living in high crime areas in Gloucester County. This list of Gloucester County's fifty (50) most high risk offenders was developed through comprehensive research, input from municipal intelligence liaisons, and intelligence obtained from confidential sources. This list was constantly in a state of growth as individuals were arrested and new targets were developed. Individuals on the list were run for arrest warrants on a weekly basis and were also evaluated to determine if they had any weak links. These weak links were targeted as part of this initiative as well. The basic principle of this target oriented enforcement strategy was to conduct short term, high impact enforcement operations against the targeted individuals identified on the watch list with the goal of minimizing their time on "the street" and suppressing their criminal activities and influence in the community. The list was intended to identify, target, disrupt, and arrest criminal offenders identified on the watch list and has thus far fulfilled this intention. This innovative strategy has resulted in the arrests of fifty-two (52) of Gloucester County's most violent offenders and/or high ranking gang members. In addition to the numerous arrests of gang members and violent/habitual offenders, a tremendous amount of intelligence has been gathered from these individuals upon their apprehension. Numerous informants have been cultivated resulting in additional investigative leads and a growing list of potential targets. The arrest operations were conducted with the assistance of the Gloucester County Prosecutor's Office FIU, the US Marshals Service, the FBI Violent Gang Task Force, and intelligence liaisons at various municipal police departments throughout Gloucester County.

We will also be enlisting the assistance and expertise of prosecutors into our program. We have found that keeping the highest risk offenders off the street will result in limiting their chances for committing additional crimes, but also significantly reduces their influence in the community. Low bails, a sluggish legal process, and lenient plea bargaining have resulted in gang members and repeat violent offenders being back on the street sooner and more often. We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. This integration has proven to be invaluable and its exploitation will be a major factor in providing part of the solution to keeping gang members and violent criminals off the street.

PROJECT GOAL(S), OBJECTIVES, AND ACTION STRATEGY

A. Project Goal(s)

The ultimate goal of this initiative will be to reduce violent crime in Gloucester County. ~~Under the umbrella goal of reducing violent crime will be supplementary goals such as~~ successfully targeting violent gang members and repeat criminal offenders, increasing gun seizures, rapidly suppressing identified gang activity, streamlining the legal process for high risk offenders, and maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence. The accomplishment of these goals will undoubtedly lead to a higher quality of life for the community of Gloucester County.

B. Objectives

1. Successfully target violent gang members and repeat criminal offenders: The GGNTF will work in conjunction with all law enforcement agencies participating in the anti-gang mission in Gloucester County to identify and target the most criminally active and violent gangs, gang members, and gang associates who have committed or are most likely to commit acts of violence. Narcotics trafficking remain the business of choice for most gang members in Gloucester County. This illicit activity is typically targeted by task force members to begin an investigation. Targets will be designated prior to the beginning of an operation. Once the target is selected, members of the GGNTF will work in conjunction with other law enforcement agencies and use all resources at their disposal to assist in their investigative efforts. Short term investigations that are likely to cause a significant and disruptive effect in the criminal community will be engaged in as often as possible. These investigations are likely to yield more strategic and long term investigations that will facilitate targeting high priority gang members by other investigative approaches. Intelligence collection, collation, and dissemination will be critical to objective driven gang/violent crime investigations.
2. A cooperative effort will be made to review and analyze all available data to identify, assess, and manage the risks of the most violent gangs and gang members: The GGNTF will target the high threat gang members through the use of weak links, surveillance, informants, warrant enforcement, strained gang member relationships, and other investigative measures. Prevention strategies that are successful are likely to result in exposing the target's vulnerabilities. Exposing the target's vulnerabilities is likely to lead to weakening the gang and potentially opening new investigations into the gang. This objective will be conducted immediately and will be ongoing. The number of investigations opened and arrests of violent offenders or gang members by task force members are outputs that will be measured. These statistics will be monitored monthly to determine the effectiveness of this strategy in meeting the objective. Staff assigned will be all task force members and their municipal police department liaison partners.

3. Increasing gun seizures: Targeting violent offenders and gang members who are known to carry weapons is a top priority of the task force. It is no surprise that narcotics trafficking, gang activity, and firearms all go hand in hand. In addition to full scale investigations targeting an individual known to carry a firearm or traffic in firearms, fugitive operations targeting felons who have committed a crime involving a firearm or are known to carry firearms will be the highest priority. Identifying offenders known to carry firearms will be the first step. Investigations will be meticulously put together by task force officers in order to maximize the chances of removing illegal firearms off the street. The goal of this objective will be ongoing and all task force staff will be assigned. Gun seizures will be monitored on a monthly basis. These numbers can be compared to past seizure statistics to assess productivity.
4. Rapidly suppressing gang activity: The GGNTF will suppress gang-related violence through comprehensive and cooperative enforcement strategies with Gloucester County police departments and other County, State and Federal agencies. We will work synergistically to identify and target the most criminally active violent offenders, gangs, gang members and associates, gun distributors and narcotics dealers, who have committed or are most likely to commit acts of violence. This will be accomplished through the use of a county wide "early warning" system. This system functions through information sharing at all levels of the law enforcement intelligence collective in Gloucester County. Once any form of gang activity is identified, it is immediately reported to the Gloucester County Prosecutor's Office. Information can come from a school, the county jail, an informant, or a concerned citizen. Once it is corroborated, immediate action will be initiated by task force members to develop a tactical solution to the problem. This will be instituted immediately and all task force personnel will be assigned. The amount of tips, leads, investigation initiated, and arrests made can be monitored to determine a tangible output.
5. Streamlining the legal process for violent offenders and gang members: We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. Completing this objective will begin immediately. In addition to task force personnel, one assistant prosecutor will be assigned to assist in accomplishing this objective. The number of violent offenders/gang members that are screened is the primary means to measure an outcome. Another means would be to determine the efficiency in terms of time from arrest to conviction of a targeted offender.
6. Maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence: Intelligence gathering and information sharing has proven vital to successfully identifying and targeting violent gang members, violent criminal offenders, illegal firearms dealers, and narcotics traffickers. The advent of the Gloucester County Prosecutor's Office

Intelligence Unit has established a system in which information sharing is maximized and set up a foundation for our intelligence led policing initiative. The Intelligence Unit is comprised of Gloucester County Prosecutor's Office staff and also a team of hand-picked intelligence liaisons. The liaisons are all sworn law enforcement personnel that represent each of Gloucester County's municipalities, the Gloucester County Sheriff's Department, and the Gloucester County Department of Correctional services. The Infoshare intelligence database and other systems represent the technical means by which information is gathered, analyzed, collated, cataloged, and disseminated as finished intelligence to law enforcement users in the field. The backbone of our intelligence led threat assessments is the formation of clear lines of communication and cooperative relationships with the law enforcement agencies we work with.

Through the use of various computer databases that have been tailored to meet the needs of our intelligence led policing initiative, the documenting, cataloguing, and monitoring of gangs and gang members is made possible. The establishment of the team of intelligence liaisons that are all inputting real time gang-related data into a computer system that is shared by all the liaisons and the Gangs, Guns, and Narcotics Task Force facilitates a reliable, detailed, accurate, and up to date inventory on gangs and their members operating in Gloucester County. This inventory provides law enforcement with the means to prioritize their anti-gang operations. The gang inventory is fluid and always changing as gang membership increases, members are incarcerated, or move to other counties or states. We stay vigilant and often work closely with our neighboring counties. Intelligence sharing agreements between the Gloucester County Prosecutor's Office and other out of county agencies have been established and will increase. We have exponentially increased our working relationship with the Gloucester County Department of Correctional Services. This has opened up a huge information channel and has increased our ability to collect intelligence on gang members and violent crime. Two detectives are assigned full-time to the Intelligence Unit and there are currently twenty-four (24) intelligence liaisons assigned to the Gloucester County Intelligence Team.

MANAGEMENT STRUCTURE

Supervision of Gangs, Guns and Narcotics Task Force

- A. Sergeant Danielle Lo Russo is assigned as the Commander of the Task Force and Project Director. Sgt. Lo Russo has been a police officer for nineteen (19) years, having served three (3) years with the Cape May County Prosecutor's Office and sixteen (16) years with the Gloucester County Prosecutor's Office.
- B. Sergeant Charles Landi is assigned as the Deputy Commander of the Task Force. Sgt. Landi has been a police officer for twenty-four (24) years, having served eight (8) years with the Gloucester County Sherriff's Department. He has been with the Gloucester County Prosecutor's Office for sixteen (16) years.

Grant Funded Staff

- A. Paul Colangelo – Senior Assistant Prosecutor
Employed with Gloucester County Prosecutor's Office since March 18, 2002, assigned to the Task Force on August 30, 2004, and he remains in that position.
- B. Charles Landi – Sergeant, Deputy Commander.
Started on March 26, 1998 and remains in that position.
- C. Patrick Goggin – Detective
Started on February 16, 2010 and remains in that position.
- D. Janann Salvati – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since August of 1989. Assigned as the Task Force Trial Aide on January 2012 to April 2013.
- E. Sue Wozniak – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since August of 1987. Assigned as the Task Force Trial Aide on April 2013 and remains in that position.
- F. Nancy Perez – Task Force Legal Secretary
Employed with the Gloucester County Prosecutor's Office since November, 1999. Assigned as the Task Force Legal Secretary on September 14, 2011 and remains in that position.

Other non-Grant Funded Staff consists of:

- 1 Assistant Prosecutor
- 6 Gang Investigators / Detectives
- 2 Municipal Police Officers

The job descriptions for the above positions are on file with the County of Gloucester – Human Resources Department.

Advisory Group: The County Prosecutor has established an Advisory Group to assist in establishing priorities for investigations by the Gloucester County Gangs, Guns, and Narcotics Task Force, recommending local police officers for assignment to the Task Force, and evaluating the degree of participation of various agencies or individuals in the Gloucester County Gangs, Guns, and Narcotics Task Force operations that result in the seizure of assets, which may be shared on forfeiture. The Advisory Group consists of a Senior Assistant Prosecutor, the Chief of Detectives, the First Assistant Prosecutor and the Commander of the Gloucester County Gangs, Guns, and Narcotics Task Force. This group also receives valuable input from its meetings with the Gloucester County Police Chiefs Association.

Municipal Liaison Officers: The Gloucester County Gangs, Guns, and Narcotics Task Force has developed a list of municipal liaison officers. These liaison officers, as well as other local officers from Gloucester County, State and Federal agencies, comprise the Gloucester County Investigator's Association. The Association will meet on a monthly basis or as needed. This Association was created to discuss a variety of needs between the various law enforcement agencies, to enhance inter-agency cooperation, and the exchange of violent crime, gang and narcotic information.

Municipality

Clayton
Franklin Twp.
Westville
Gloucester County Sherriff's
Woolwich Twp.
Greenwich Twp
East Greenwich Twp.
West Deptford Twp.
Deptford Twp.
Paulsboro
Glassboro
Washington Twp.
Elk Twp.
Pitman
Mantua Twp.
Newfield
Wenonah
Woodbury

Name

Det. Lauren Franklin
Det. Matt DeCesari
Det. Erik Hibbs
Sgt. Donald Gentile
Sgt. TJ Daniels
Lt. Bill Leash
Lt. Charles Barone
Sgt. Mike Creamer
Sgt. George Johnson
Inv. Gary Kille
Det. Dave Rey
Det. Leo DiPietro
Inv. Ed Gonnelli
Det. Hunter Moore
Sgt. Burt Brucker
Ptlm. Kevin Przybyszewski
Sgt. William Rogers
Sgt. Tom Ryan

Woodbury Hgts.
Monroe Twp.
Harrison Twp.
Logan Twp.
Rowan University

Inv. Gary Krohn
Det. Dan Riggins
Det. Dave Marro
Det. Marie Frye
Det. Siobhan McClintock

On-Loan Officers: In the past, the Gloucester County Gangs, Guns, and Narcotics Task Force has been the host for officers "On Loan" to the Task Force from various municipalities. The "On Loan" officers' length of stay with the Gloucester County Gangs, Guns, and Narcotics Task Force may vary from six months to one year. Several of the Municipal Liaison Officers were previously "On Loan" to the Task Force. The experience gained while assigned to the Task Force is extremely beneficial to the officer, their agency, and the Task Force. We currently have two "On Loan" officers assigned to the Task Force. Several other municipalities have expressed a recent interest in assigning officers to the Gloucester County Gangs, Guns, and Narcotics Task Force.

EVALUATION

The Gloucester County Gangs, Guns, and Narcotics Task Force will submit quarterly programmatic progress reports as requested to the Division of Criminal Justice. The Gangs, Guns, and Narcotics Task Force will also implement a county-wide protocol involving law enforcement, county correctional institutions, and the schools to track violent crime and gang-related activities and report the data to the Gangs, Guns, and Narcotics Task Force for threat assessment purposes and planning. The Gangs, Guns, and Narcotics Task Force will meet periodically to coordinate additional data collection and analysis; information which will be used to plan proactive and reactive law enforcement operations in support of lowering violent crime and gang-related activity and improving the quality of life for all Gloucester County residents. In addition, there will be cooperative interaction with the Statewide Gangs, Guns and Narcotics Task Force to evaluate data through evaluation forms and quarterly narrative and quantitative reports.

Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.
 Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: County of Gloucester

Grant No: JAG 1-8TF-12

Budget Detail Form

COST ELEMENT

A. Personnel 1. Salaries and Wages List each name and position	Show % of time <u>or</u> number of hours spent on project to be funded with grant and match funds	Annual Salary <u>or</u> Hourly Rate	Grant Funds	Match	Project Total
Charles Landi, Sergeant	16%	\$109,444	\$18,000	\$0	\$18,000
Patrick Goggin, Detective	18%	\$96,728	\$18,000	\$0	\$18,000
Paul Colangelo, Sr. Assistant Prosecutor	18%	\$97,441	\$18,000	\$0	\$18,000
Suzanne Wozniak, Paralegal Specialist	7%	\$61,695	\$4,468	\$0	\$4,468
Nancy Perez	7%	\$50,783	\$4,000	\$0	\$4,000
Detective overtime (on-loan officers and/or detectives Assigned to GGNTF project)		Various	\$12,000	\$0	\$12,000
SUB-TOTAL SALARIES AND WAGES			\$74,468	\$0	\$74,468

Applicant: County of Gloucester

Grant No: JAG 1-8TF-12

2. **Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position

Grant Funds	Match	Project Total

SUB-TOTAL FRINGE BENEFITS	\$0	\$0	\$0
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TOTAL SALARIES, WAGES AND FRINGE	\$74,468	\$0	\$74,468
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Applicant: County of Gloucester

Grant No.: JAG 1-8TF-12

Budget Detail Form

COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs for professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
(e.g., cell phone service)						
TOTAL PURCHASE OF SERVICES				\$0	\$0	\$0

C. Travel, Transportation, Subsistence (show food costs related to travel only)			Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)			
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE			\$0	\$0	\$0

Applicant: County of Gloucester

Grant No: JAG 1-8TF-12

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
TOTAL CONSUMABLE SUPPLIES	\$0	\$0	\$0

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	Grant Funds	Match	Project Total
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (land line)			
Other (specify)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES	\$0	\$0	\$0

Applicant: County of Gloucester

Grant No.: JAG 1-8TF-12

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
TOTAL EQUIPMENT	\$0	\$0	\$0

G. Indirect Cost Rate (State Agencies Only)	Grant Funds	Match	Project Total
TOTAL INDIRECT COST	\$0	\$0	\$0
TOTAL PROJECT COST	\$74,468	\$0	\$74,468

BUDGET NARRATIVE
COUNTY GANG, GUN AND NARCOTICS TASK FORCES
JAG 1-8TF-12
July 1, 2013 – June 30, 2014

A. SALARIES & WAGES

Regular Pay

To partially fund salaries for five (5) members of the unit staff; one assistant prosecutor, two detectives and two support staff. Salaries for these employees are based upon CWA and PBA contracts. Due to the drastic decrease in grant funds the County has agreed to fund the difference in salaries on a temporary emergent basis, however future County funding remains uncertain.

<u>Employee</u>	<u>Annual Salary</u>	<u>State Funds</u>
Sergeant C. Landi	\$109,444	\$18,000
Det. Patrick Goggin	\$96,728	\$18,000
Sr. A/P P. Colangelo	\$97,441	\$18,000
Paralegal Specialist Suzanne Wozniak	\$61,695	\$4,468
Secretary N. Perez	\$50,783	\$4,000
Subtotal		\$62,468

Overtime

To reimburse municipal police departments for overtime incurred by their “on loan” officers that are participating with our Multi-jurisdictional Gang, Gun, and Narcotics Task Forces. Municipalities are reimbursed at their normal overtime rate. Any remaining funds will be used to reimburse overtime incurred by the above employees at their normal overtime rate. The approximate average overtime rate is \$80 @ approximately 150 hours of overtime. Overtime worked varies depending upon ongoing investigations.

Subtotal	\$12,000
Total	\$74,468

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

APPLICATION AUTHORIZATION

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

Multi-Jurisdictional Gang, Gun and Narcotics Task Force

for a federal subgrant in the approximate amount of \$ 74,468, with the Subgrantee providing a match of \$ 0 (if applicable), for an approximate total project cost of \$ 74,468.

This application consists of the following required documents:

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

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

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

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

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

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

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

County of Gloucester

Grant # JAG 1-8TF-12

Subgrantee

Freeholder Director

Signature of Authorized Official

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

Robert M. Damminger

Printed Name of Authorized Official

Signature of Project Director

Danielle LoRusso

Printed Name of Project Director

Date

[rev'd 01/2013]

CERTIFICATION FORM

Recipient Name and Address: County of Gloucester, 2 South Broad Street, Woodbury NJ 08096
Grant Title: Multi-Jurisdictional GGNTF Grant Number: JAG 1-8TF-12 Award Amount: \$74,468
Contact Person Name and Title: Robert DiLella, Clerk of the Board Phone Number: (856) 853-3271

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

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

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

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

Print or type Name and Title _____ Signature _____ Date _____

Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.

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

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

Robert M. Damming, Freeholder Director
Print or type Name and Title _____ Signature _____ Date _____



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

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

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

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

expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection

Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. Recipient will comply (and will require any Subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations). the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.

20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 *et seq.*, it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), The Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
21. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The

Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity,

[General Conditions rev'd 01/2013]

or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

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

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

33. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
34. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
35. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
36. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>.)
37. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an

inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

39. Subgrantee agrees to maintain annual Central Contractor Registration (CCR) registration with the federal government at <http://www.ccr.gov/> and maintain a current Data Universal Numbering System (DUNS) number. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

[General Conditions rev'd 01/2013]

44. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
46. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
47. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
48. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
49. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

50. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
51. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
52. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
53. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
54. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the

awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
55. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
56. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
57. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
58. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
59. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS:

Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

60. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
61. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

62. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
63. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
64. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
65. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
66. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular Letter 11-05-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other

emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, PO Box 337, Woodbury, NJ 08096

2. Application Number and/or Project Name:

JAG 1-8TF-12 / Multi-Jurisdictional GGNTF

3. Grantee IRS/Vendor Number 216000660

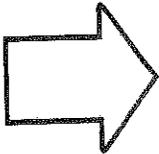
4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature

6. Date

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



Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester

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

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

7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362247

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

City: _____ State: _____ Zip + 4 _____

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

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

If No, please explain: _____

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

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

11. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

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

4. Award Title: _____

5. Award Number: _____

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

8. Program Source: _____

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RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2013 STATE BODY ARMOR REPLACEMENT GRANT PROGRAM FROM SEPTEMBER 30, 2013 TO MARCH 19, 2016 IN AN AMOUNT TO BE DETERMINED BY THE AWARD

WHEREAS, the County of Gloucester, through the Gloucester County Sheriff, wishes to apply for and obtain funding for Body Armor (vests) for the Sheriff's Department employees, in an amount to be determined; and

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

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

WHEREAS, the Gloucester County Sheriff has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, Program Development & Grants Section; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute any and all documents to apply to The State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, for The 2013 State Body Armor Replacement Grant Program. Grant Period September 30, 2013 to March 19, 2016; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Paula Giampola

DEPARTMENT: Sheriff's Dept.

GRANT TITLE: FY2013 State Body Armor Replacement Fund

DATE: July 9, 2013

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: ²⁴July 17, 2013

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

GRANT REQUEST FORM

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

DATE: JUNE 24, 2013

- 1. TYPE OF GRANT
NEW GRANT
~~XXX~~ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

- 2. GRANT TITLE: FY2013 STATE BODY ARMOR REPLACEMENT FUND

- 3. GRANT TERM FROM: SEPTEMBER 30, 2013 TO MARCH 19, 2016.

- 4. COUNTY DEPARTMENT: OFFICE OF THE SHERIFF

- 5. DEPT. CONTACT PERSON & PHONE NUMBER: Paula L. Giampola- 384-4601

- 6. NAME OF FUNDING AGENCY: Program Development & Grants Section
1-609-292-1462

- 7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

A resolution authorizing the Freeholder Director and the Clerk of The Board to execute all documents necessary to the State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, for the 2013 State Body Armor Replacement Grant Program, Grant Period to run September 30, 2013 through March 19, 2016. Grant monies to purchase body armor (vests) for Sheriff's Department employees in an amount to be determined by the award.

- 8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):
- | NAME | AMOUNT | NAME | AMOUNT |
|------|--------|------|--------|
| N/A | | | |
| | | | |
| | | | |

- 9. TOTAL SALARY CHARGED TO GRANT: \$ N/A

- 10. INDIRECT COST (IC) RATE: N/A %

- 11. IC CHARGED TO GRANT \$ N/A

- 12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

- 13. DATE APPLICATION DUE TO GRANTOR: 2013- EXACT DATE TO BE DETERMINED, PRIOR TO DECEMBER 31, 2013.

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

2013 AGENDA REQUEST FORM

TO: (1) ROBERT N. DILELLA Clerk of the Board
(2) Anthony J. Fiola (Name of Counsel)
FROM: Carmel M. Morina, Sheriff (Freeholder/Deputy Dept. Head)

REQUEST FOR: RESOLUTION
 CONTRACT OR AGREEMENT
 PROCLAMATION
 DISCUSSION
 PRESENTATION

FOR THE MEETING OF: July 24, 2013 (Date)

TO BE HELD AT: WOODBURY (Location)

THE SUBJECT OF THE ABOVE IS (Resolution heading):

A resolution authorizing the Freeholder Director and the Clerk of The Board to execute all documents necessary to the State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, for the 2013 State Body Armor Replacement Grant Program. Grant Period to run September 30, 2013 through March 19, 2016. Grant monies to purchase body armor (vests) for Sheriff's Department employees in an amount to be determined by the award.

THE ABOVE SHOULD APPEAR UNDER ONE OF THE FOLLOWING DEPARTMENTS ON THE MEETING AGENDA:

<input type="checkbox"/> DEPT. OF ADMINISTRATION DIRECTOR DAMMINGER	<input type="checkbox"/> DEPT. OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS FREEHOLDER CHILA
<input type="checkbox"/> DEPT. OF HEALTH & EDUCATION FREEHOLDER BARNES	<input type="checkbox"/> DEPT. OF SOCIAL & HUMAN. SERV. FREEHOLDER NESTORE
<input type="checkbox"/> DEPT. OF ECONOMIC DEV. & PUBLIC WORKS FREEHOLDER SIMMONS	<input type="checkbox"/> DEPT. OF PARKS & LAND PRESERVATION FREEHOLDER TALIAFERRO
<input checked="" type="checkbox"/> DEPT. OF GOVERNMENT SERVICES FREEHOLDER LARRY WALLACE	

DATE CERTIFICATE OF AVAILABILITY APPLIED FOR:
DATE OF GRANT CERTIFICATION LETTER:

****ALL AGENDA REQUESTS MUST BE RECEIVED BY COUNSEL NO LATER THAN 10AM ON FRIDAY, TWO WEEKS PROCEEDING SAID MEETING. There will be no exceptions.****

****ALL AGENDA REQUEST FORMS AND ACCOMPANYING DESCRIPTIONS, WHICH WILL BE EMAILED, MUST BE FILED WITH THE CLERK OF THE BOARD AT THE SAME TIME THE REQUEST IS FORWARDED TO COUNSEL. There will be no exceptions.****

****ALL RESOLUTIONS ARE DUE FROM COUNSEL BY 10:00 A.M. ON FRIDAY OF THE WEEK PRECEDING SAID MEETING** There will be no exceptions; items not received will be pulled from the agenda with notification to department head and freeholder liaison.**

SIGNED: [Signature] (Freeholder/Department Head)
DATE: 6/27/13

State Body Armor Online Filing Instructions

A. Login process:

1. For best results, close all nonessential programs before beginning this process.
2. Using Internet Explorer, go to the Body Armor home page at:

<http://www.nj.gov/lps/BodyArmor> This is *case sensitive*, type *exactly* as shown

3. Click on the link that says: **Body Armor Replacement Program Application**
4. Enter your Agency's ID and your PIN into the boxes provided and click the box labeled **Submit**

Note that the Chief Law Enforcement Officer's PIN is different than the Chief Financial Officer's PIN.

B. Reporting instructions:

1. If either the Chief Law Enforcement Officer (CLEO) or the Chief Financial Officer (CFO) intends to delegate the completion and submission of the body armor application to a Program Contact Person, they must complete the "Designation of Official Program Contact Person" form, which is a fillable pdf that can be accessed by clicking on the link labeled: "**Contact Person Designation Form** "

Chief Law Enforcement Officer:

2. After successfully entering your Agency's ID and the CLEO's PIN number, you will be presented with a partially completed application form. The CLEO *must* complete their portion of the application before the CFO is able to access their portion of the application. Some of the information on the form cannot be modified, and is identified with a red font. If changes are necessary to this data, a letter or email must be sent to the Division of Criminal Justice at the address on the bottom of this page.
3. Confirm the contact information for the CLEO and Contact person, making any necessary changes. Then enter the number of eligible officers in your department. When you have finished, click on the button labeled: **Submit**. The data entered will be validated and if there are any errors or omissions, you will be asked to correct/enter the data.
4. All law enforcement agencies should ensure that all contact information recorded in the Body Armor system, including names and e-mail addresses, reflects the most current information. All Body Armor correspondence, such as application period, award announcements, and payment confirmations are sent electronically, via e-mail. Failure to maintain updated contact information in the Body Armor system could result in your agency not receiving important Body Armor messages.
5. When the form has been validated, you must "sign" the application to certify that the information you entered is correct. The application is "signed" by reentering the CLEO's PIN and clicking the **Submit** button.
6. Changes can be made to the CLEO's information until the CFO completes and files the application. After the application has been filed, the number of officers cannot be modified.
7. Contact information can be updated anytime by clicking on the **Update Contact Information** button located near the top of the application.

Chief Financial Officer:

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9. Confirm your contact information, making any necessary changes. Then enter detailed information regarding vests purchased during the prior fiscal year. This is accomplished by clicking on the button labeled **Click here to enter Vest Purchase Details**. Click **Save** after you have entered vest model and cost information for each manufacturer. When all of the vest information has been entered, click **Save**. When you have finished, click on the button labeled: **Submit**. The data entered will be validated and if there are any errors or omissions, you will be asked to correct/enter the data.
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13. Contact information can be updated anytime by clicking on the **Update Contact Information** button located near the top of the application.
14. A printable version of this application can be obtained by clicking the **Printable Version** button located near the top of the page. You should keep this printed copy for your records.

C. To request changes to the application (other than contact information):

please write: Division of Criminal Justice
 Program Development/Grants Section
 P.O. Box 085
 Trenton, NJ 08625-0085

Attn: Body Armor Office

email: BodyArmor@njdcj.org

fax: (609) 984-2909

for questions please call (609) 292-1462

2013 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

631

POLICE SUPPLIES-

Used to purchase vests for the
Sheriff's Department

To be Determined
by Award

Form C-2

Department Sheriff

Department Code	<u>270</u>
Submission Date	<u>6/27/2013</u>
Revision Date	<u> </u>

F2

GRANT REQUEST FORM

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NAME	AMOUNT	NAME	AMOUNT
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9. TOTAL SALARY CHARGED TO GRANT: \$ N/A

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2013 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

631

POLICE SUPPLIES-

Used to purchase vests for the
Sheriff's Department

To be Determined
by Award

Form C-2

Department Sheriff

Department Code 270

Submission Date 6/27/2013

Revision Date _____

F3

RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE SPECIAL ELECTION FOR U.S. SENATE FROM JULY 24, 2013 TO DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$238,200.00

WHEREAS, the County of Gloucester has a need for services in the printing of ballots for the Special Election set by Governor Chris Christie for U.S. Senate for the year 2013; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by Paulsboro Printers, LLC of 22 E. Washington Street, Paulsboro, NJ 08066; and

WHEREAS, the cost proposal of Paulsboro Printers, LLC is estimated for an amount not to exceed \$238,200.00 based upon the number of registered voters, election districts and the number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; 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 the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

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 contract between the County of Gloucester and Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Special Election for U.S. Senate from July 1, 2013 to December 31, 2013, in an amount not to exceed \$238,200.00.

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

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

FB

**CONTRACT BETWEEN
PAULSBORO PRINTERS, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 24th 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 **Paulsboro Printers, LLC** of 22 E. Washington Street, Paulsboro, NJ 08066, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the printing of ballots for the 2013 Special Election set by Governor Chris Christie for U.S. Senate; 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 will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); 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 December 31, 2013.

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$238,200.00.

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.** Specific duties of the Contractor are set forth in "Program Specifications" which is incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

21. 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.

22. 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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor'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 made effective the **24th** day of **July, 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PAULSBORO PRINTERS, LLC

By:
Title:

ATTACHMENT A
Program Specifications

2013 PAULSBORO PRINTERS, LLC – DESCRIPTION

Paulsboro Printers, LLC provides election ballot printing services for the Special Election for U.S. Senate scheduled for this year – not to exceed \$238,200.00. In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots
- Provisional ballots
- Emergency ballots
- Official ballot faces
- Sample ballots

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

FB

PAULSBORO PRINTERS, LLC

22 EAST WASHINGTON STREET :: PAULSBORO, NJ 08066

856.423.1200 :: 856.423.9797

paulsboroprinters@mac.com

July 9, 2013

To: Mr. James N. Hogan, County Clerk of Gloucester

From: Barbara Tierno, Paulsboro Printers LLC

Re: 2013 SPECIAL PRIMARY ELECTION (U.S. SENATE)

QUOTE

Special Primary Election:	\$104,000.00
Vote By Mail Ballots prepared using Pink & Blue Header for Special Primary Election	
Provisional Ballots prepared using Pink & Blue Header for Special Election (20 per district each party)	
Emergency Ballots prepared using Pink & Blue paper (1 pack of each per machine)	
Official Ballots/Back-Up Ballots, Using 1 (ONE) Official Ballot Machine per District	
Web Ballots	
Email Ballots as needed basis	
Sample Ballots	
<i>(Does not include Voting Authority Tickets since under separate contract)</i>	
*Municipalities billed	

Canvasser's Reports (Special Primary):	\$600.00
--	----------

*County pays for this

Quote:
\$104,600.00 ✓

Please do not hesitate to call with any additional questions.

Thank you,
Barbara A. Tierno

PAULSBORO PRINTERS, LLC

22 EAST WASHINGTON STREET :: PAULSBORO, NJ 08066

856.423.1200 :: 856.423.9797

paulsboroprinters@mac.com

July 9, 2013

To: Mr. James N. Hogan, County Clerk of Gloucester

From: Barbara Tierno, Paulsboro Printers LLC

Re: 2013 SPECIAL GENERAL ELECTION (U.S. SENATE)

Special General Election:

Includes the following:

Vote By Mail Ballots prepared using Yellow Header for Special Election

Provisional Ballots prepared using Yellow Header for Special Election (30 per district)

Emergency Ballots prepared using Yellow paper

Official Ballots/Back-Up Ballots

Web Ballot (Generic for County)

Email Ballots as needed basis

Sample Ballots

(Does not include Voting Authority Tickets since under separate contract)

*County pays for this

Option # 1

Using 1 (ONE) Official Ballot Machine per District:

Yellow OR White Sample Ballot Paper, Generic for the County \$98,750.00

Option # 2

Using 2 (TWO) Official Ballot Machines per District:

Yellow OR White Sample Ballot Paper, Generic for the County \$129,500.00

Option # 3

Using 2 (TWO) Official Ballot Machines per District:

Yellow OR White Sample Ballot Paper, Individual for each municipality \$133,000.00

Option # 4

Using 1 (ONE) Official Ballot Machines per District:

Yellow OR White Sample Ballot Paper, Individual for each municipality \$103,500.00

Canvasser's Reports Special General): \$600.00

*County pays for this

Please do not hesitate to call with any additional questions

Thank you,
Barbara A. Tierno

G1

RESOLUTION AWARDING CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES WITHIN THE COUNTY AS PER PD 013-031 FROM AUGUST 19, 2013 TO AUGUST 18, 2014 FOR AN AMOUNT NOT TO EXCEED \$70,000.00

WHEREAS, the County of Gloucester after due notice and advertisement, received sealed bids for the trimming and/or removal of trees within the County as per PD-013-31; and

WHEREAS, bids were publicly received and opened on June 25, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Greenscape Landscape Co., 733 Willow Grove Ave., Glenside, PA 19038 was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$70,000.00 per year for the term of contract, with a County option to extend for one (1) year as set forth in the bid specifications; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

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

1. That a contract is hereby awarded to Greenscape Landscape Co. for the trimming and/or removal of trees within the County for a one-year period from August 19, 2013 to August 18, 2014 with a County option to extend for one year, for an amount not to exceed \$70,000.00 per year, payable in accordance with the contract terms.
2. That the Freeholder Director and Clerk of the Board are hereby authorized to execute said contract for the hereinabove purposes, a copy of which is attached hereto.

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 on July 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GREENSCAPE LANDSCAPE CO.**

THIS CONTRACT is made effective the 19th day of August, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at, 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **GREENSCAPE LANDSCAPE CO.** with offices at 733 Willow Grove Avenue, Glenside, PA 19038, hereinafter referred to as "**Contractor**".

RECITAL

WHEREAS, there exists a need for the trimming and removal of trees within County right-of-ways and at various County properties and facilities; and

WHEREAS, this Contract is awarded pursuant to and consistent with the terms and provisions of New Jersey's Local Public Contract's Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, 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 for a period of one (1) year from the date of the award of the contract, with a County option to extend the contract for a one-year period consistent with the County's bid specifications identified as PD 013-031 (hereinafter the "Specifications").
2. **COMPENSATION.** Contractor shall be paid for estimated units of service for an amount not to exceed \$70,000.00 per year for a one (1) year period, consistent with the specifications and Contractor's Bid.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon the approval of the 2015 County budget, and subsequent years' budgets for any extensions of this Contract.

Contractor shall be paid in accordance with this Contract document and the bid proposal submitted and attached hereto as Exhibit A. Contractor will be paid 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 Specifications, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract, and the Specifications, 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 Specifications.

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 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 any license or permit 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 Specifications, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed or to maintain permits 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 or permit suspended, or in the event that such entity has revoked or suspended said license or permit. 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 at any time for public convenience 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.

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 harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees 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 Contract shall continue after the termination of this Contract 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, or as may be required by the County, 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 the 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 written change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement in writing before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Contractor 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 written 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, the Specifications, and the Contractor's Bid, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Contractor's Bid, then this Contract and the Specifications shall prevail.

THIS CONTRACT is dated the 19th day of August, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

GREENSCAPE LANDSCAPE CO.

BY: _____

ROBERT DAMENJIAN
(Please Print Name)

President
(Please Print Title)

PD 013-031				
Bid Opening 6/25/2013				
TRIMMING AND OR REMOVAL OF TREES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC.				
Vendor:				
	Greenscape Landscape Con.	Bustleton Services Inc.	Asplundh Tree Expert Co.	Perna Construction LLC
	733 Willow Grove Ave	735 Birch Ave.	100 Carlson Way Ste. 14	730 9th St
	Glenside, PA 19038	Bensalem, PA 19020	Dover DE 19901	Hammonton, NJ 08037
	Robert Damenjlan Pres.	John Parsons Pres.	Steven C. Miller	Robert R. Perna Owner
	215 881-7103	215 447-3140	302 678-4702	856 364-2919
	215 881-7107 Fax	215 447-3145 Fax	302 678-9910 Fax	609 704-5900
ITEM	DESCRIPTION			
	REGULAR MAINTENANCE (NON-PREVAILING WAGE)			
1	Non-emergency per hour time & material (2 man crew and equipment)	\$160.00	\$184.00	\$200.00
2	Ground Man (as needed) per hour rate	\$50.00	\$25.00	\$50.00
3	Flagman (as needed) per hour rate	\$40.00	\$25.00	\$50.00
4	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$140.00	\$124.00	\$225.00
5	Emergency (8 hours response) per hour time and material	\$175.00	\$175.00	\$265.00
	CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (PREVAILING WAGE PROJECT)			
6	Non-emergency per hour time & material (2 man crew and equipment)	\$170.00	\$296.00	\$250.00
7	Ground Man (as needed) per hour rate	\$70.00	\$100.00	\$65.00
8	Flagman (as needed) per hour rate	\$50.00	\$100.00	\$65.00
9	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$150.00	\$276.00	\$275.00
10	Emergency (8 hours response) per hour time and material	\$215.00	\$326.00	\$315.00
		Need updated contractor Registration Applied 6/21	BID IS REJECTED FOR BEING NON-RESPONSIVE	BID IS REJECTED FOR BEING NON-RESPONSIVE
	Variations:	NONE	NONE	Required police flagging will be billed to GC as a direct pass through cost.
	Will you extend your prices to local government entities within the County		No Answer	No Answer
	Bid specifications sent to:	iSqFt Prime Vendor	Dom's Lawn Maker Construction Journal	CNS Cleaning
	THIS IS A ONE (1) YEAR CONTRACT WITH A ONE (1) YEAR EXTENSION			
	Based upon the bids received, I recommend the using department review all bids.			
		Sincerely, Robert J. McErlane Purchasing		

61

SIGNATURES

G1

SIGNED: Robert Damayjan COMPANY: Greenscape Landscape Contractors, Inc
NAME Robert Damayjan ADDRESS 733 Willow Grove Ave.
TITLE: President Glenside, PA 19038
DATE: 6-20-13 TELE#: 215-881-7103
FAX#: 215-881-7107

To the Board of Chosen Freeholders
Of the County of Gloucester

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the furnishing of tree trimming and/or removal of trees for the County of Gloucester, as per specifications for which bids were advertised to be on the date advertised at 10:00 a.m., local time.

The successful bidder declares that he will contract to furnish all work mentioned in said specifications, in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

It is determined the quantities listed are estimates only, which can only be increased or decreased in the manner designated in the specifications.

1. Regular Maintenance (non prevailing wage) *

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>160.00</u>
B. Ground Man (as needed) per hour rate	\$ <u>50.00</u>
C. Flagman (as needed) per hour rate	\$ <u>40.00</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>140.00</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>175.00</u>

**2. Construction, renovation, repair, or demolition project
(subject to prevailing wage)**

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>170.00</u>
B. Ground Man (as needed) per hour rate	\$ <u>70.00</u>
C. Flagman (as needed) per hour rate	\$ <u>50.00</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>150.00</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>215.00</u>

* Tree maintenance (i.e. trimming/pruning or the removal of trees) is not subject to the New Jersey Prevailing Wage Act, unless performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act.

If the work is covered, there is a "Tree Cutter" work classification listed under the Heavy and General Laborer rates, found in the Statewide Wage Rate Determination.

If any type of machinery (i.e. Chipper, Bush Chopper, Brush Shredder, Tree Shredder, etc.) will be used (in addition to the tree trimming/pruning), these rates can be found under the Operating Engineer rates, found in the Statewide Wage Rate Determination.

SIGNATURES

GI

SIGNED:  COMPANY: BUSLETON SERVICES, INC.
NAME John Parsons ADDRESS 735 B. 224 AVENUE
TITLE: PRESIDENT BENSALLEN, PA 19020
DATE: 6-11-13 TELE #: 215-447-3140
FAX #: 215-447-3145

To the Board of Chosen Freeholders
Of the County of Gloucester

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the furnishing of tree trimming and/or removal of trees for the County of Gloucester, as per specifications for which bids were advertised to be on the date advertised at 10:00 a.m., local time.

The successful bidder declares that he will contract to furnish all work mentioned in said specifications, in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

It is determined the quantities listed are estimates only, which can only be increased or decreased in the manner designated in the specifications.

1. Regular Maintenance (non prevailing wage) *

- A. Non-emergency per hour time & material
(2 man crew and equipment) \$ 184.⁰⁰
- B. Ground Man (as needed) per hour rate \$ 25.⁰⁰
- C. Flagman (as needed) per hour rate \$ 25.⁰⁰
- D. Stump Removal/Grinding per hour rate
(2 man crew and equipment) \$ 124.⁰⁰
- E. Emergency (8 hours response)
per hour time & material \$ 175.⁰⁰

**2. Construction, renovation, repair, or demolition project
(subject to prevailing wage)**

- A. Non-emergency per hour time & material
(2 man crew and equipment) \$ 296.⁰⁰
- B. Ground Man (as needed) per hour rate \$ 100.⁰⁰
- C. Flagman (as needed) per hour rate \$ 100.⁰⁰
- D. Stump Removal/Grinding per hour rate
(2 man crew and equipment) \$ 276.⁰⁰
- E. Emergency (8 hours response)
per hour time & material \$ 326.⁰⁰

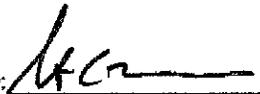
* Tree maintenance (i.e. trimming/pruning or the removal of trees) is not subject to the New Jersey Prevailing Wage Act, unless performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act.

If the work is covered, there is a "Tree Cutter" work classification listed under the Heavy and General Laborer rates, found in the Statewide Wage Rate Determination.

If any type of machinery (i.e. Chipper, Bush Chopper, Brush Shredder, Tree Shredder, etc.) will be used (in addition to the tree trimming/pruning), these rates can be found under the Operating Engineer rates, found in the Statewide Wage Rate Determination.

SIGNATURES

61

SIGNED:  COMPANY: Asplundh Tree Expert Co
NAME Steven C Miller ADDRESS 100 Carlson Way, Suite 14
TITLE: Vice President Dover DE 19901
DATE: 06/17/2013 TELE #: 302.678.4702
FAX #: 302.678.9910

To the Board of Chosen Freeholders
Of the County of Gloucester

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the furnishing of tree trimming and/or removal of trees for the County of Gloucester, as per specifications for which bids were advertised to be on the date advertised at 10:00 a.m., local time.

The successful bidder declares that he will contract to furnish all work mentioned in said specifications, in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

It is determined the quantities listed are estimates only, which can only be increased or decreased in the manner designated in the specifications.

1. Regular Maintenance (non prevailing wage) *

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>138.71</u>
B. Ground Man (as needed) per hour rate	\$ <u>45.28</u>
C. Flagman (as needed) per hour rate	\$ <u>45.28</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>125.91</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>194.20</u>

**2. Construction, renovation, repair, or demolition project
(subject to prevailing wage)**

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>215.00</u>
B. Ground Man (as needed) per hour rate	\$ <u>94.67</u>
C. Flagman (as needed) per hour rate	\$ <u>94.67</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>215.00</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>315.00</u>

* Tree maintenance (i.e. trimming/pruning or the removal of trees) is not subject to the New Jersey Prevailing Wage Act, unless performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act.

If the work is covered, there is a "Tree Cutter" work classification listed under the Heavy and General Laborer rates, found in the Statewide Wage Rate Determination.

If any type of machinery (i.e. Chipper, Bush Chopper, Brush Shredder, Tree Shredder, etc.) will be used (in addition to the tree trimming/pruning), these rates can be found under the Operating Engineer rates, found in the Statewide Wage Rate Determination.

Do you have any exceptions to these specifications?

yes XX no _____

Variations 1. Any and all required police flagging costs will be billed to Gloucester County as a direct pass through cost.

2. Attached emergency Storm Procedures would apply to all requests for additional resources during storm events above the two crew contract requirement.

SIGNATURES

G1

SIGNED: Robert A. Penna Sr. COMPANY: Penna Construction, LLC
NAME: Robert A. Penna ADDRESS: 730 9th St.
TITLE: OWNER Hammerston, NJ 08037
DATE: 6/19/13 TELE #: 856-364-2718
FAX #: 609-704-5900

To the Board of Chosen Freeholders
Of the County of Gloucester

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the furnishing of tree trimming and/or removal of trees for the County of Gloucester, as per specifications for which bids were advertised to be on the date advertised at 10:00 a.m., local time.

The successful bidder declares that he will contract to furnish all work mentioned in said specifications, in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

It is determined the quantities listed are estimates only, which can only be increased or decreased in the manner designated in the specifications.

1. Regular Maintenance (non prevailing wage) *

A. Non-emergency per hour time & material
(2 man crew and equipment) \$ 200.00

B. Ground Man (as needed) per hour rate \$ 50.00

C. Flagman (as needed) per hour rate \$ 50.00

D. Stump Removal/Grinding per hour rate
(2 man crew and equipment) \$ 225.00

E. Emergency (8 hours response)
per hour time & material \$ 265.00

**2. Construction, renovation, repair, or demolition project
(subject to prevailing wage)**

A. Non-emergency per hour time & material
(2 man crew and equipment) \$ 250.00

B. Ground Man (as needed) per hour rate \$ 65.00

C. Flagman (as needed) per hour rate \$ 65.00

D. Stump Removal/Grinding per hour rate
(2 man crew and equipment) \$ 275.00

E. Emergency (8 hours response)
per hour time & material \$ 315.00

* Tree maintenance (i.e. trimming/pruning or the removal of trees) is not subject to the New Jersey Prevailing Wage Act, unless performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act.

If the work is covered, there is a "Tree Cutter" work classification listed under the Heavy and General Laborer rates, found in the Statewide Wage Rate Determination.

If any type of machinery (i.e. Chipper, Bush Chopper, Brush Shredder, Tree Shredder, etc.) will be used (in addition to the tree trimming/pruning), these rates can be found under the Operating Engineer rates, found in the Statewide Wage Rate Determination.

G2

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ALFIO CALI AND BETTY CALI, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 703, LOT 11, CONSISTING OF APPROXIMATELY 37.076 ACRES, FOR THE AMOUNT OF \$385,590.40

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Alfio Cali and Betty Cali**, having presented themselves as the owner of the land and premises located in the **Township of Logan** (hereinafter the "Township"), **and known as Block 703, Lot 11, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately 37.076 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Alfio Cali and Betty Cali**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$385,590.40**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$385,590.40**, pursuant to CAF# 13-06284, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

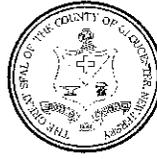
1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Alfio Cali and Betty Cali**, known as **Block 703, Lot 11**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$385,590.40**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Alfio Cali and Betty Cali**, in regard to the County's purchase of development easements in the farm premises known as **Block 703, Lot 11**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

CONTRACT TO SELL DEVELOPMENT EASEMENT

ALFIO CALI AND BETTY CALI

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be

effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land

for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an

easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty

(60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of

this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises,

covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except

in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or

written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as

determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the

Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or

discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's

title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this

agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction

Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same

effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

ALFIO CALI AND BETTY CALI

BY: _____
ALFIO CALI

Social Security Number

BY: _____
BETTY CALI

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

COUNTY OF GLOUCESTER) **SS:**
)

I certify to the following:

On _____, 2013, **ALFIO CALI AND BETTY CALI**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement: and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
ALFIO CALI

Date

BY: _____
BETTY CALI

Date

G2

**Certification Report
March 28, 2013
County PIG Program**

**Gloucester County Logan Twp.
Owner: Cali, Alfio & Betty
Farm: Cali Farm**

SADC# 08-0155-PG

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Logan Twp.	703	1				

Acreage in Application: 37

Residential Opportunities/Exceptions:

0 RDSO - _____

1 Existing Dwellings

0 Severable Exceptions - _____

0 NonSeverable Exceptions - .

Value Conclusions - Current Zoning and Environmental regulations

Per Acre

Appraiser	Date	Before	After	Easement
Hanson	1/1/13	\$14,000	\$4,500	\$9,500
Curran	1/1/13	\$17,000	\$4,700	\$12,300
Stuart	1/1/13	\$15,000	\$4,600	\$10,400

Total Value

Appraiser	Date	Before	After	Easement
Hanson	1/1/13	\$522,000	\$168,000	\$354,000
Curran	1/1/13	\$629,000	\$174,000	\$455,000
Stuart	1/1/13	\$555,000	\$170,200	\$384,800

The reviewer has performed no services, as a review appraiser or in any other capacity, regarding the property that is the subject of this report within a three year period immediately preceding acceptance of this assignment

Certification Report

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Physical Characteristics

Highlands Status: <input type="checkbox"/> Preservation <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Outside Highlands areas			
Location: 594 Asbury Station Road Logan Twp., Gloucester County			
Size:	37 acres	Shape:	Irregular
Topography: Level			
Frontage Ratio: 27			
Flood Zone: Zone X non-flood			
Category 1 Streams: None Present			
Soils%	Tillability%	Septic Suitability%	Wetlands %
Prime 92%	Woodlands 0%	Severe 0%	Freshwater 0%
Statewide 8%	Wetlands 3%	Moderate 0%	Mod Ag 3%
Local 0%	Orchard 0%	Somewhat limited 54.4%	Tidal 0%
Unique 0%	Cropland Harvested 93%	Very limited 6.7%	Water Bodies 0%
Other 0%	Cropland Pastured 0%	Pinelands Waiver Req'd 0%	Uplands 97%
	Permanent Pasture 0%	Not limited 38.8%	
	Other 4%	Undetermined 0%	
Current Zoning: R-5 Residential District, 5-acre minimum with PVD overlay, (Planned Village Development).			
Zoning 1/1/04: N/a			
Utilities: Well, water, cable & telephone			
Easements: None			
Improvements: 1.5 story single family at 1,675 Sq ft., 3 barns, 1 ag labor building of 403 Sq ft, and 2 sheds.			

Reviewers Comments

This appraisal review/evaluation is done under authority of and in accordance with N.J.A.C 2:76 – 6.8.

The subject is located on the west side of Asbury Station Road in the Repaupo section of Logan Township approximately one mile south of interchange 14 of the I-295 interstate highway. It is irregular in shape and contains 37.25 acres per tax maps

rounded to 37 acres in the application and by Curran. Hanson uses 37.25 acres in his analysis. At the subject, Asbury Station Road is a 35 feet wide two lane, publically maintained roadway. The property has 999.24 feet of frontage on the roadway rendering a front feet ratio of 27 feet per acre. Of the total acreage 1.24 acres are designated as wetlands or approximately 3% of the site. The wetlands are additionally identified as Modag land. Tillable area is stated at 93%. There are no easements on the site. Water, telephone and cable are at the site. Residential development would require septic systems.

The property is zoned R-5 that requires a minimum of 5 acre home sites with 250 feet of road frontage. In addition to the R-5 zone there is a PVD (Planned Village Development) overlay that requires a minimum of 400 acres for development. The PVD zone is a result of a now defunct proposal to develop "Repaupo Village" by the Swedex Company. It is unlikely that the subject would be developed under the PVD overlay.

On-site is a 1 ½ story single family home with 9 rooms, 4 bedrooms and 1 ½ bathrooms in 1,675 Sq ft. Additional improvements are three, one story barns 2 sheds and a small ag-labor building.

There are no exceptions in the application. Prime soils constitute 92% with the remaining 8% being of Statewide importance. A small area of wetlands is situated at the northeast corner. The wetlands have little impact on the utility of the site for development or agriculture purposes.

The neighborhood is comprised of a combination of small farms wooded lands and roadside residences. Asbury Station Road (aka County Road 684) is a local connector artery running from I-295 in the north to State route 322 in the south.

Appraiser Hanson submits an in-depth and detailed description on the geo-eco-socio-politico profile of the region, county and township. He arrives at a conclusion that while growth has been slow over the past several years the general area remains vibrant due to its good geographical proximity to essential services and growth corridors in the Gloucester County area.

Appraiser Curran cites similar data on the county, town and neighborhood and concludes that Gloucester County is well suited for residential and commercial growth.

Appraiser Hanson submits an extensive analysis of the subject as to its highest and best use in the 'before' that encompasses existing and probable land use regulations, physical adaptability, neighborhood trends and optimal use of the property. Hanson concludes that it is both financially feasible and maximally productive to develop the subject as a future low density residential development when the residential market rebounds.

Appraiser Curran cites the traditional four criteria of highest and best use. Curran concludes that the maximal productivity of the site is the pursuit of low density residential development. Both appraisers arrive at a highest and best use in the 'after' as agriculture use.

Both appraisers' apply a hypothetical condition that addresses and recognizes that the subject property is under application for farmland preservation and the status of acceptance remains open therefore their hypothetical condition is the consummation of the land being preserved. There are no current offerings of sale nor is the property offered for sale at this time.

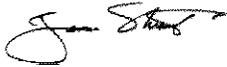
The captioned appraisal reports address the values of development rights easement purchase from an unrestricted farm. The Before and After values in both reports are based solely on the direct comparison method.

I certify that, to the best of my knowledge and belief:

The review appraiser has made a desk review of the two appraisal reports on the subject property and did not inspect the subject or the comparables. - The facts and data reported by the review appraiser and used in the review process are true and correct. - The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased, professional analyses, opinions, and conclusions. - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice. No one provided significant professional assistance to the person signing this review report. The final value recommendation of the reviewer is based on this review of all the information contained in the appraisal reports and any other pertinent data researched independently.

Based on the review appraiser's analysis staff recommends that the SADC certify the Development Easement Value of the **Cali Farm**, property as of 1/1/2013 for the amount of **\$10,400 /acre** based on current zoning and environmental regulations in place. This certification is contingent upon the subject property being subdivided as described in this report and not subject to any development restrictions prior to closing. **This is a certification of development easement value only and should not be construed as an approved development purchase easement.**

The reviewer has performed no services, as a review appraiser or in any other capacity, regarding the property that is the subject of this report within a three year period immediately preceding acceptance of this assignment



DATE 3/14/13

James Stuart MAI
Review Appraiser, SADC
State Certified General
License # NJRG00025900

SADC CERTIFICATION

On March 28, 2013 the State Agriculture Development Committee certified the Development Easement value of **the Cali Farm** property as of 1/1/2013 for the amount of **\$10,400/acre based on current zoning and environmental regulations in place. This certification is contingent upon the subject property being subdivided as described in this report and not subject to any development restrictions prior to closing.** This is a certification of development easement value only and should not be construed as an approved development easement purchase.

Executive Director, SADC DATE 3/28/ 2013

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Certification Report

Value based on zoning and environmental regulations in place as of 1/1/13 – current conditions

1. Before Value

Appraiser	1. Hanson	2. Curran
Highest and Best Use	Residential development	Residential development
Direct Sales Comparison		
No. of Sales Used	5	3
Range of Sale Dates	2/10/09 – 3/24/11	10/9/09 – 1/20/12
Range of Unadjusted Sale Prices per Acre	\$9,068 - \$ 20,774	\$12,880 - \$ 25,628
Average price per acre - unadjusted	\$16,295	\$18,366
Range of Adjusted Sale Prices per Acre	\$10,011 - \$ 20,220	\$16,120 - \$19,500
Average Price per acre - adjusted	\$15,101	\$17,883
Estimated Value per acre	\$14,000	\$17,000
Total	\$522,000	\$629,000

Hanson rounds up \$521,500 to \$522,000 (37.25 x \$14,000 = \$521,500)

Reviewer's Comments:

Appraiser 1: Appraiser Hanson utilizes five sales, two in E. Greenwich Township, two in Woolwich Township and one in Upper Pittsgrove Township. Sale 1 contains 17.6 acres, has no road frontage, 28% wetlands, 22% very limited soils, no public water in a 2 acre zone. Sale 2 contains 28.5 acres with 61 front feet, 0% limited soils, no public water in a 1.5 acre zone. Sale 3 contains 60 acres, 41 front feet, 8% very limited soils, no public water, zero wetlands in a 2 acre zone. Sale 4 contains 44 acres with 32 front feet 15% wetlands, no public water, 48% very limited soils in a 1 acre zone. Sale 5 contains 48.9 acres with 38 front feet, 28% wetlands, no public water, 38% very limited soils in a 2 acre zone.

Sale 1 is adjusted -8% for time, -10% for location, +10% for front feet, -15% for zoning, +15% for wetlands, +2% for soils and +10% for water. Sale 2 is adjusted -6% for time, -25% for zoning, -2% for soils and +10% for water. Sale 3 is adjusted -6% for time, -20% for approvals and +10% for water. Sale 4 is adjusted -4% for time, +10% for location, -25% for zoning, +10% for wetlands, +10% for soils and +10% for water. Sale 5 is adjusted -4% for time, -10% for location, -15% for zoning, +15% for wetlands, +3% for soils and +10% for water.

Net adjustments are +12%, -17%, -10%, +15% and +3% respectively.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Appraiser 2: Appraiser Curran utilizes three sales, One from Pilesgrove Township and two from E. Greenwich Township. Sale 1 contains 100.9 acres with 12 front feet, 'minimal wetlands', zero very limited soils, no public water in a 1.3 acre zone. Sale 2 contains 32.3 acres with 12.2 front feet, 40% wetlands, 53% very limited soils, public water and approvals for 13 lots in a cluster option zone that permits ½ acre lots with 50% open space requirement. Sale 3 contains 30.1 acres with 54.4 front feet, 25% wetlands, 25% very limited soils, no public water, a 120 feet easement, approval for 14 lots in a 2 acre zone.

Sale 1 is adjusted -\$200,000 from the gross sales price of \$1,500,000 for existing improvements, +20% for location, +20% for size, +5% for front feet, +5% for minimal wetlands, +10% for water and -20% for zoning. Sale 2 is adjusted -5% for time, +5% for front feet, +10% for wetlands, +10% for soils, -25% for approvals and -20% for zoning. Sale 3 is adjusted -10% for time, +5% for irrigation stream, +10% for wetlands, +5% for soils, +10% for water, +5% for easement, -25% for approvals and -20% for zoning.

Net adjustments are +40%, -20%, 0%, and -10% respectively.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Reviewer's Conclusions:

In the course of a desk review both appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraiser Hanson has submitted a substantial quantity of sales that spans a period of activity that is in-line with recent trends in land transfer from which a reasonable range of values is easily discerned. A time adjustment is applied to all sales that is based on the appraiser's observations of pricing trends as far back as 2003. In his charted sales activity for the county, on volume and price fluctuations, from 2003 to 2012 the sampling of data shows a steady rise in residential pricing through the period 2003 to 2007 at which time sales volumes and prices began a consistent steady decline from 2007 through 2012. General price trends are also addressed in his township data. Price levels have averaged a decline of 4.5% for the past five years with the highest rates occurring in 2009 and 2010. The downward trend appears to be weakening in the past two years but still represents a relatively weak market. In his analysis grid Hanson applies a rate of 2% per year for 'time' to all sales that is reasonable and supported.

Sale 1 is the weakest sale in the analysis. This is a parcel with no road frontage at the time of sale. It was purchased by the adjoining property owner who has road frontage thus it is an assemblage. The appraiser applied a +10% for lack of road frontage that appears to be low for such conditions. Sale 4 is a highly irregular shaped parcel with a high percentage of wetlands (48%). The wetlands are at the roadside entry to the site and any development would require some form of mitigation in order to create an area for installation of an access road. This sale is the lowest per acre price of the five sales used by the appraiser. Sales 2, 3 and 5 are sufficiently similar to the subject in most respects. The application of adjustments for differences between the subject and the sales are reasonable and within acceptable parameters. There is no single line item adjustment that is unusual or extraordinarily high or low.

The scale of adjusted prices of all five sales is \$13,881, \$13,821, \$17,575, \$10,011 and \$20,220 with an average per acre 'price' of \$15,101. The appraiser selected a per acre value of \$14,000 for the subject. This appears to be conservative. Of his five data sales 2, 3 and 5 are the best indicator and they indicate a per acre price scale of \$13,821, \$17,575 and \$20,220 or an average of \$17,538. If weight is accorded sales 2, 3 and 5 and some consideration is given sales 1 and 4 a slightly higher per are value would be supported.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Appraiser Curran uses three sales, a limited quantity, and thereby limiting the reliability of the range of adjusted values. Reasoning for adjustments is vague. As stated in the narrative analysis sale 1 was both a disposition and assemblage sale. Reasoning for disposition is that this property was on the market for 1,921 days and sold substantially lower than the asking price. It is unclear as to why a prolonged marketing time equates to 'disposition'. It could be that after such a long marketing time the seller simply realized the realities of the market and accepted a price commensurate with market conditions. Without additional information as to the conditions and terms of this sale it is not a supported position that a long marketing time equates to disposition. As for 'assemblage' the appraiser states that the buyer held other lands nearby. Having lands 'nearby' does not equate to assemblage as this term is typically used in the acquisition of coterminous land. Another weakness of this sale is the appraisers +20% for location and a +20% for size as sale 1 contains 100 acres v. the subjects 37 acres. Sale 2 sold with approvals for a 13 lot subdivision. The adjustment applied for the presence of the approvals is -25%. While this adjustment appears to be reasonable it can, and often is highly subjective as the land use status varies greatly from the subject, as the subject is 'raw land'. In addition to a minus adjustment for approvals this sale is adjusted -20% for zoning without clear and concise reasoning. It would appear that when a property is sold with approvals the zoning designation would be a moot point as all zoning regulations would have been addressed in the approval process. Granted the removal of a negative zoning adjustment would indicate a higher per acre value for this sale, the application of a zoning adjustment appears arbitrary. Sale 3 is also a weak indicator of value as this sale transferred with approvals for 14 lots. Similarly sale 3 is further adjusted a negative 20% for zoning and like sale 2 appears arbitrary. Additional discrepancies are evident in the adjustment pattern process. Under a line item identified as 'topography/shape' the subject is cited as 'Irreg-rect/level'. Sale 1 is cited as Irreg-rect/creek and no adjustment is made. Sale 2 is cited as Irreg-rect/stream and no adjustment is made. Sale 3 is cited as 'Irreg/stream' and a +5% adjustment is made. There is no substantial narrative explanation for this line item adjustment applied or omitted. The common practice is to continue the thought process from the grid to the narrative on a line-by-line basis thereby creating an easy to follow path of reasoning of the appraiser. While the Curran analysis is difficult to follow and reasoning of adjustments is obscure this does not render the entire analysis and conclusions as nugatory. The reviewer opines that the value conclusion at \$17,000 per acre is high.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

The reviewer concludes that both appraisers have applied a substantial analytical process in this evaluation. The weakness of the Curran analysis is its limited data to three sales and some obscurity in the adjustment process. Hanson has analyzed a quantity of sales that while some are weaker than others presents a broader spectrum of land values in the subject's area. Additionally the Hanson analysis follows a logical and easy to follow sequential adjustment process. There is no single line item adjustment that is extreme that would affect his conclusion of value however three of his five sales are stronger indicators of value when compared to his two weak sales thus by weighting the stronger sales a higher per acre value would be supported. Even when considering *all five* sale he selects a per acre value well below the average. Given this review a best point estimate of value is gleaned from the Hanson reports with some consideration given the Curran report.

A per acre value of \$15,000 is selected.

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Owner: Cali, Alfio & Betty
Farm: Cali Farm

2. After Value

Appraiser	1.Hanson	2. Curran
Highest and Best Use	Agriculture	Agriculture
Direct Sales Comparison		
No. of Sales Used	5	3
Range of Sale Dates	4/8/08 – 5/8/12	11/20/08 – 12/13/10
Range of Unadjusted Sale Prices	\$2,208 - \$ 6,053	\$3,412 – \$5,655
Average price per acre - unadjusted	\$3,481	\$4,598
Range of Adjusted Sale Prices	\$2,885 - \$ 6,181	\$4,380 - \$4,720
Average Price per acre - adjusted	\$4,673	\$4,597
Adjustments made for	Market conditions, location, size, tillable area, soils, residential opportunity.	Demolition, improvements, conditions of sale, market conditions, size, front feet, tillable area, soils, irrigation.
Estimated Value per acre	\$4,500	\$4,700
Total	\$168,000	\$174,000

Reviewer’s Comments:

Appraiser 1: Hanson submits five sales, three in Logan Township, one in Stowe Creek Township and one in South Harrison Township. Sale one contains 136 acres, 95% tillable area, 84% prime soils, one residential opportunity and 2.6% wetlands. Sale 2 contains 60 acres with 99% tillable area, 89% prime soils, one residential opportunity and 20% wetlands. Sale 3 contains 121 acres with 70% tillable area, 35% prime soils, one residential opportunity and 30% wetlands. Sale 4 contains 56 acres with 85% tillable area, 89% prime soils, one residential opportunity and 11% wetlands. Sale 5 contains 123 acres, 60% tillable area, 55% prime soils, no residential opportunity and 37% wetlands.

Sale 1 is adjusted -1% for time, +20% for location, +15% for size and -3% for soils. Sale 2 is adjusted -8% for time, -4% for soils and +15% for wetlands. Sale 3 is adjusted -9% for time, +15% for size, +5% for tillable area, +10% for soils and +20% for wetlands. Sale 4 is adjusted -3% for time, and +10% for wetlands. Sale 5 is adjusted -4% for time, +15% for size, +5% for tillable area, +5% for soils, +5% for residential opportunity and +30% for wetlands.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Appraiser 2. Curran submits three sales, one in Logan Township, one in South Harrison Township and one in Harrison Township. Sale 1 contains 124.6 acres with 50% tillable area 55% prime soils, and an 'Existing DU/2acre severable exception'. Sale 2 contains 60.3 acres with 99% tillable area, 95% prime soils, existing improvements, and a non-severable exception around the existing improvements. Sale 3 contains 42.3 acres with 64% tillable area, 46% prime soils and a 1-acre severable exception. Sale 1 is adjusted -\$25,000 for demolition of an old existing dwelling not in the exception area, -\$35,000 for the severable exception, +20% for size, +10% for tillable area and +10% for soils. Sale 2 is adjusted -\$80,000 for existing improvements, -\$10,000 for a non-severable exception around the improvements, -10% for time, +10% for size and +5% for irrigation, Sale 3 is adjusted -\$35,000 for a 1-acre severable exception, +10% for conditions of sale being 'assemblage', -10% for time, -5% for front feet, +10% for tillable area, +10% for soils and +5% for irrigation.

Owner: Cali, Alfio & Betty
Farm: Cali Farm

Reviewer's Conclusions:

In the course of a desk review both appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraiser Hanson applied a time adjustment to all sales in-line with his reasoning stated in his unrestricted analysis. This is supported and appropriate in the restricted analysis.

The analysis grid in the Hanson report is the traditional and standard grid most used in the analysis of restricted farmland. His grid is sequential in layout wherein the gross sales price and the gross per acre price is the base unit of comparison and subsequent base to which all adjustments are applied throughout the analysis grid. His analysis and adjustments are easy to follow and understand. Appropriate adjustments are applied for evident differences between the subject and the comparable sales. There is no single adjustment that is unreasonably high or low. Consequently his adjusted per acre value range and selected per acre value pertinent to the subject is supported and reasonable.

Curran utilizes an analysis grid that is difficult to follow as the starting point is the gross sales price inclusive of improvement, demolition cost etc. At the beginning of her grid dollar adjustment are made for existing improvements, demolition and residential opportunities or exceptions. Typically adjustments for residential opportunities exceptions etcetera are made within the body of the grid as a percentage of the sales price. By applying a dollar amount for exceptions, or any other residential opportunity can lead to a mis-calculation of the per acre value at the beginning of the analysis that is subsequently carried through the remaining grid. For example sale 1 in Logan Township has a 2-acre severable exception and is adjusted a minus \$35,000. Sale 3 in Harrison Township has a 1-acre severable exception and is adjusted a minus \$35,000. The adjustment of minus \$35,000 to sale 1 reflects a 9% adjustment to the gross sales price for a 2 acre non severable exception. A minus \$35,000 adjustment to sale 3 reflects a 15% adjustment for a 1 acre non severable exception. Hence the preferred method is to apply a uniform percentage adjustment within the body of the analysis grid. Although the Curran analysis is somewhat complicated and difficult to follow the conclusion of value is in-line with the Hanson conclusion. As the appraisal process is a matter of judgment, vis-à-vis mathematical certainty it is reasonable to state that the after value lies between both appraisers' selected per acre estimate.

Reviewer Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following assumptions and limiting conditions, and to such other extraordinary assumptions as are stated in the report.

1. The terms or titles “Reviewer” and “Review Appraiser” are considered synonymous for the purposes of this review appraisal report. The term “Appraiser” will mean the individual that prepared the original appraisal report that is under review, and is the subject of this review report.
2. This appraisal review is based on information and data contained in the appraisal report or observed in a field review. Data and information from other sources may be considered. If so, they are identified and noted as such.
3. It is assumed that such data and information contained within the appraisal report (s) under review are factual and accurate unless otherwise noted.
4. The Reviewer reserves the right to consider any new or additional data or information, which may subsequently become available.
5. Unless otherwise stated, all assumptions and limiting conditions contained in the appraisal report, which is the subject of this appraisal review, are also conditions of this review. This also includes any extraordinary assumptions in the original report, unless otherwise noted.
6. The Reviewer assumes no responsibility for matters of a legal nature affecting the property, which is the subject of this review, or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be marketable. The property rights are assumed to be “fee simple” as though free of liens and encumbrances and under responsible ownership unless otherwise stated in the report.
7. The Reviewer is not required to give testimony or appear in court because of having made the review, unless arrangements have been previously made.
8. The Reviewer assumes that there are not any hidden, or not readily apparent conditions of the property, subsoil, structures, which would render it more or less valuable.
9. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
10. Information, estimates, and opinion furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct, unless otherwise noted within the report. The Reviewer assumes no responsibility for accuracy of such items furnished to the Reviewer.
11. Disclosure of the contents of the review report, or copy thereof, or any part of the report (including the conclusions of the review and/ or the identity of the Reviewer) shall not be used for any purpose or by anyone but the client specified in the review report or their successors and assigns, without the previous written consent and approval of the Reviewer.
12. This appraisal covers the property as described in this report and the areas and dimensions are assumed to be correct.
13. No property survey has been made by the Reviewer. No responsibility is assumed in connection with such matters. Any sketch or identified survey of the property in this report is for the exclusive purpose of assisting the Reviewer and the reader to visualize the property.
14. The legal description and title vested as was contained within the report being reviewed is assumed to be correct, unless otherwise stated.
15. While the Review Appraiser may have, but has not necessarily, inspected the subject property and has considered the information developed in the appraisal report under review and information provided by the appraiser, (such as inspections together with the information provided by the ownership and client etc.), the Reviewer is not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the Subject property being free and clear of hazardous waste contamination. It is specifically assumed that present and subsequent property owners will exercise due diligence to ensure that the property does not become otherwise contaminated.
16. The Review Appraiser assumes no responsibility for changes of any item in this Appraisal Review Report, by anyone other than the Review Appraiser.
17. Unless specifically cited, no value has been allocated to mineral rights or deposits.

18. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by anyone except the authorizing authority (Client), without the previous written consent of the Review Appraiser. It may only be revealed in its entirety.

GA

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

Certificate of Availability of Funds

TREASURER'S NO. PO # 13-06284
T- 03 - 0 8 - 509 - 372 - 20548

DATE July 9, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$385,590.40 COUNTY COUNSEL Emmitt Primas, Esq.

DESCRIPTION:

Resolution to acquire a development easement on the farm property of Alfio Cali and Betty Cali, Located in the Township of Logan, known as Block 703, Lot 11 consisting of approximately 37.076 acres, for the amount of \$385,590.40. for Farmland Preservation Program.

VENDOR: Title America Agency Corp

ADDRESS: 185 West White Horse Pike

Berlin, NJ 08009

DEPARTMENT HEAD APPROVAL

APPROVED

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-12-13

July 24, 2013

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF HIDDEN VALLEY LAND COMPANY, INC., LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 45, LOTS 10, 11, 12, 13, CONSISTING OF APPROXIMATELY 66.654 ACRES, FOR THE AMOUNT OF \$326,604.60

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Hidden Valley Land Company, Inc.**, having presented themselves as the owner of the land and premises located in the **Township of Woolwich** (hereinafter the "Township"), **and known as Block 45, Lots 10,11,12,13 on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately 66.654 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Hidden Valley Land Company, Inc.**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$326,604.60**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$326,604.60**, pursuant to CAF# 13-06283, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Hidden Valley Land Company, Inc.**, known as **Block 45, Lots 10,11,12,13**, in the Township of Woolwich, County of Gloucester, State of New Jersey for the amount of **\$326,604.60**.
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Hidden Valley Land Company, Inc.**, in regard to the County's purchase of development easements in the farm premises known as **Block 45, Lots 10,11,12,13**, in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

63

CONTRACT TO SELL DEVELOPMENT EASEMENT

HIDDEN VALLEY LAND COMPANY, INC.

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be

effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land

for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an

easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty

(60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of

this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises,

covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except

in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or

written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as

determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the

Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or

discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's

title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this

agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction

Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same

I certify to the following:

On _____, 2013, **Charles M. Spector, President of the Seller, Hidden Valley Land Company, Inc. (hereinafter "Hidden Valley")**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He is named in, and personally signed the foregoing agreement for and on behalf of Hidden Valley as its President and Sole Managing Member; and
- (b) He signed and delivered this agreement for Hidden Valley as its voluntary act and deed for the uses and purposes therein expressed, as authorized by its members; and,
- (c) He is the President and Sole Managing Member of the Seller, and is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

HIDDEN VALLEY LAND COMPANY, INC.

BY: _____
CHARLES M. SPECTOR, PRESIDENT

Date: _____

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**Certification Report
December 8, 2011
County PIG Program**

County: Gloucester Municipality: Woolwich Twp. 08-0130-PG
Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Woolwich Twp	45	12	Gloucester	Woolwich Twp	45	11
Gloucester	Woolwich Twp	45	10	Gloucester	Woolwich Twp	45	13

Acreage in Application: 67

Residential Opportunities/Exceptions:

0 RDSO - _____

0 Existing Dwellings _____

0 Severable Exceptions- _____

1 NonSeverable Exceptions - 1 acre southeastern area for future home site

Value Conclusions - Current Zoning and Environmental regulations

Per Acre

Appraiser	Date	Before	After	Easement
FRANKENFIELD	5/02/11	\$8,800	\$4,000	\$4,800
BARTELT	5/02/11	\$10,000	\$5,000	\$5,000
STUART	5/02/11	\$9,400	\$4,500	\$4,900

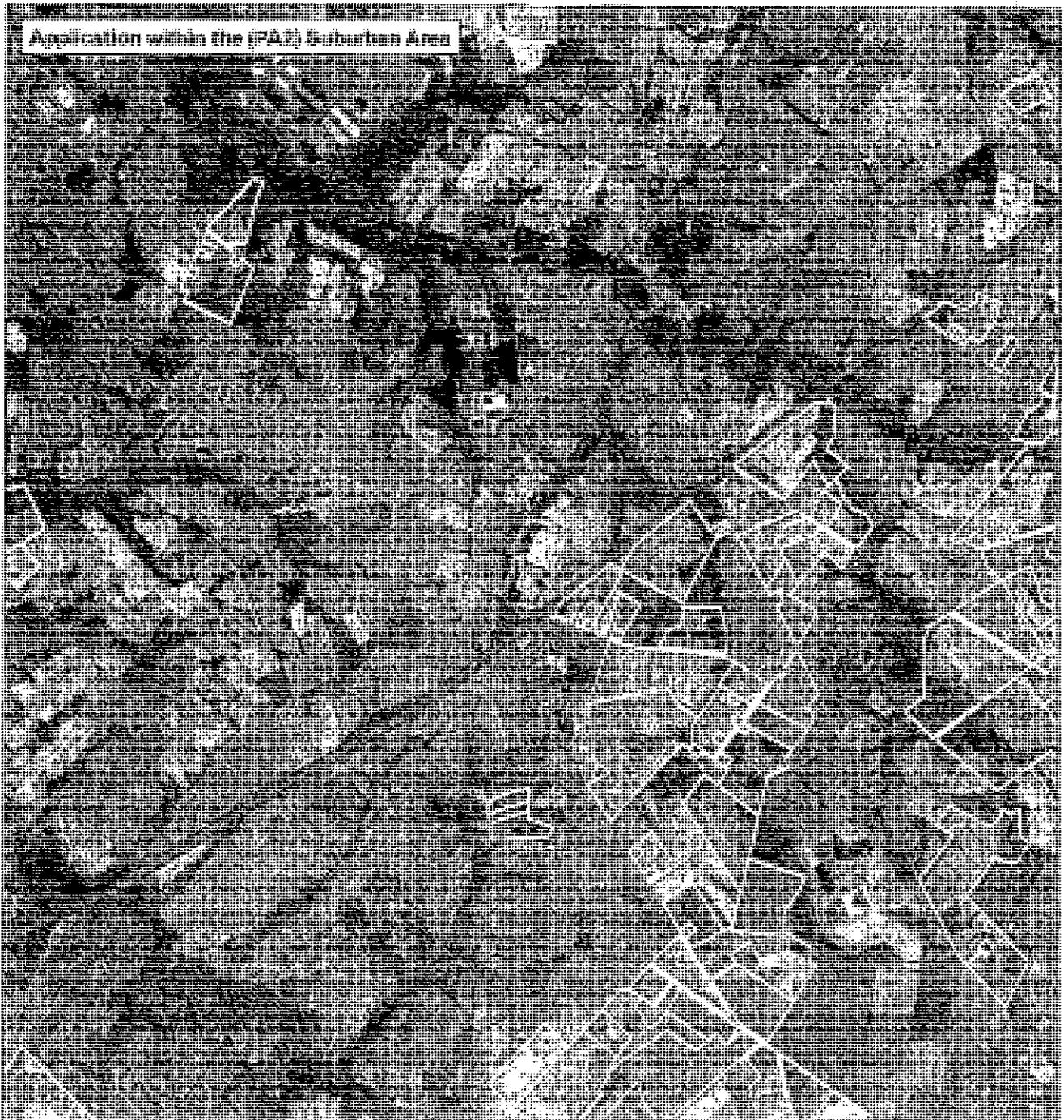
Total Value

Appraiser	Date	Before	After	Easement
FRANKENFIELD	5/02/11	\$589,600	\$268,000	\$321,600
BARTELT	5/02/11	\$670,000	\$335,000	\$335,000
STUART	5/02/11	\$629,800	\$301,500	\$328,300

Preserved Farms and Active Applications Within Two Miles

Application within the (PAZ) Suburban Area

x:\counties\glouce\projects\hidden10_2mile.mxd



FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Hidden Valley Land Co./Charles Spector
Block 45 Lots 10 (32.4 ac), 11 (14.7 ac), P/O 12 (18.5 ac),
P/O 12-EN (non-severable exception - 1.0 ac) 7 13 (2.1 ac)
Gross Total = 68.6 ac
Woolwich Twp., Gloucester County

2,000 1,000 0 2,000 4,000 6,000 Feet



Farmland Preservation Program	
	Property In Disposition
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Preserved Easements
	Active Applications
	Municipal, County and Headquarters Preserved Open Space
	State Owned Conservation Easement
	State Owned QSA, Retention Easement
	Tracked Land
	Base Map
	County Boundary
	Municipal Boundary

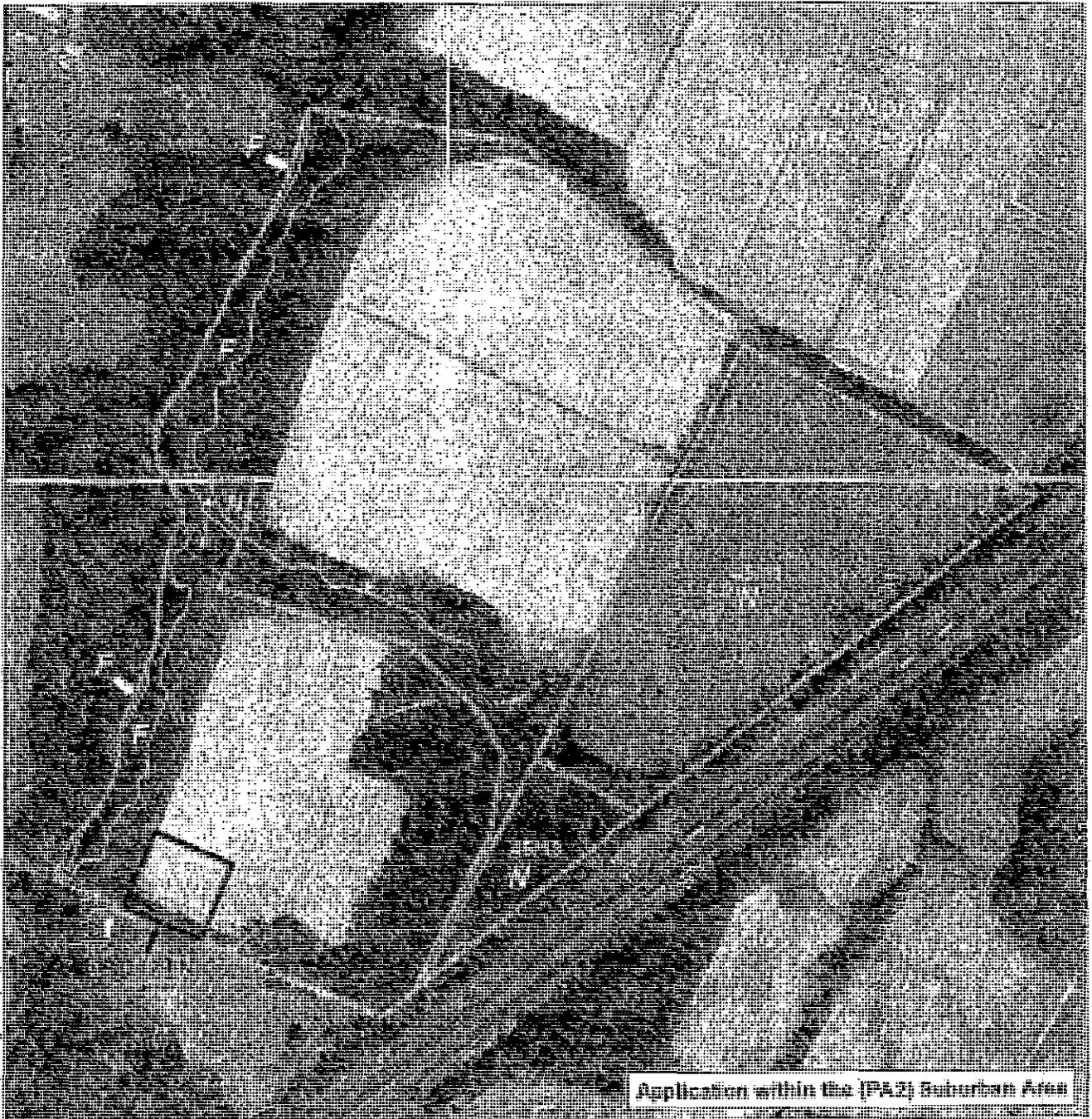


NOTE:

The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
NJGITOGIS 2007/2008 Digital Aerial Image
October 15, 2010

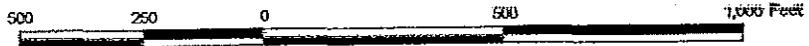
Wetlands



Application within the [PAZ] Suburban Area

FARMLAND PRESERVATION PROGRAM
 NJ State Agriculture Development Committee

Hudson Valley Land Co. Charles Spitzer
 Block 46 Lots 10 (22.4 ac), 11 (14.7 ac), PFD 12 (17.7 ac),
 PFD 12-EN (non-sustainable exception - 1.0 ac) & 13 (2.1 ac)
 Gross Total = 67.9 ac
 Woodstock Twp., Gloucester County



Symbol	Description
[Symbol]	Wetlands
[Symbol]	Parcel Boundaries
[Symbol]	Water
[Symbol]	Other

Wetlands Legend:
 F - Freshwater Wetlands
 L - Linear Wetlands
 M - Wetlands Modified for Agriculture
 T - Tidal Wetlands
 N - Non-Wetlands
 B - 200 Buffer
 W - Water

WETLANDS DISCLAIMER:
 The linear features depicted on this map were derived from the NJDEP's CD ROM series 1, volume 4, "Wetlands Claims Base".
 These linear features are not an official NJDEP determination and should only be used as a general reference. Only NJDEP, Bureau
 of Wetlands Management can perform an official determination of Wetlands/Buffer claims.

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.
 The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed
 primarily for planning purposes. The geospatial accuracy and precision of the GIS data contained in this file and
 map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground
 horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed
 Professional Land Surveyor.

Sources:
 NJDEP Freshwater Wetlands Data
 Green Acres Conservation Easement Data
 N.J.O.I./OGIS 2007/2008 Digital Aerial Image

November 17, 2010

Certification Report

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Physical Characteristics

Highlands Status: <input type="checkbox"/> Preservation <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Outside Highlands areas			
Location: 60 Ogden Road Woolwich Twp			
Size:	67 acres	Shape:	Irregular
Topography: Level			
Frontage Ratio: 12.24			
Flood Zone Zone C non-flood area			
Category 1 Streams: None Present			
Soils%	Tillability%	Septic Suitability%	Wetlands %
Prime 54%	Woodlands 26%	Not limited 67.01%	Buffer 0%
Statewide 16%	Wetlands 6%	Somewhat Limited 4.84%	Mod Ag 0% Freshwater 4%
Local	Orchard	Very Limited 18.35%	Tidal 0
Unique %	Cropland Harvested 68%	Compatible 0% Incompatible 0%	Water Bodies 0
Other 30%	Cropland Pastured	Slight Moderate Severe Not rated 9.8% Flood Zone	Uplands 96%
	Permanent Pasture		
	Other		
X Current Zoning: RLM with R2 underlay. RLM requires water and sewer. None available therefore R2 is effective zone-65,340 s/f minimum lot or 1.5 acres. Min. lot width 160 feet.			
Zoning 1/1/04: RLM with R2 underlay. RLM requires water and sewer. None available therefore R2 is effective zone-65,340 s/f minimum lot or 1.5 acres. Min. lot width 160 feet.			
Utilities: Well, septic, electric, cable & telephone			
Easements: None			
Improvements: None			

Above percentages per SADC GIS mapping

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Reviewers Comments

This appraisal review/evaluation is done under authority of and in accordance with N.J.A.C 2:76 – 6.8.

The subject property consists of four line items, lots 10, 11, 12 and 13 in block 45. Known as Hidden Valley Farm all four lots contain 68.2 acres. A 1-acre non severable exception is planned at the roadside of lot 12 in the southwest corner. The net area under preservation application is 67.2 rounded to 67 acres. The exception is limited to one future single family residence. Ogden Road is a 33 feet wide travel way that runs from Woodstown Road in Swedesboro and "dead ends" in Woolwich Twp at the New Jersey Turnpike. The entire easterly side of the property abuts the NJ Turnpike. The property is located in the RLM Residential District. The intent of the RLM District is to provide regulations for the development of inclusionary or other housing developments intended to benefit residents who are income qualified for low, moderate and market priced dwellings. Such land use must have public water and sewer. If public water and sewer is not available any lands in the RLM District shall comply with the requirements of the R2 Residential District. Public water and sewer are not available to the subject. The R2 district permits residential development on 1.5 acre lots with 160 feet minimum road frontage. Per discussion with Anthony Zapazoda Esq., Counsel for the municipal land use office intense development of the site will require the widening of Ogden Road to 50 feet for the entire length of its 820 feet frontage.

Wooded areas encompass all of lot 13, the east, west and north side of lot 12 and the east and north side of lot 10. A small narrow band of wood line runs along the easterly side of lot 11 where it meets the NJ turnpike. An extension of Branch Creek runs between lots 10 and 12 and along the westerly side of both lots. The 6% wetlands portion of the site is in the woodlands area. Approximately 26% of the site is wooded. Cultivation is taking place on lots 10, 11 and 12. Cropland harvested is 68%. Prime soils constitute 54% and 15% are classified statewide importance. There are no improvements on the site. The immediate area is generally rural in character. Linkage to essential services is good as there are several county highways in close proximity as well as two NJ State highways within five miles.

Appraiser Frankenfield submits a detailed description of the economics of Gloucester County as well as Woolwich Township. Frankenfield cites the trends of new construction permits issued for a ten year period - 2000 to 2009. In 2000 there were 1,306 housing permits issued in the county. The number of permits peaked in 2005 at 2,100 permits. By 2009 housing permits declined to 865 in the county. Like the region at large, Gloucester County and Woolwich have seen declines in both permits issued and housing values. Appraiser Bartelt also submits an analysis of the region and municipality. The Bartelt analysis includes a survey of building permits dating back to 1980. Bartelt also identifies contaminated sites in the township.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Appraiser Frankenfield arrives at a Highest and Best Use in the before of "... the most productive and most profitable use is agriculture and residential..." Such a conclusion initially appears contradictory however Frankenfield does address the feasibility of future residential development as the ultimate Highest and Best Use. Appraiser Bartelt addresses the range of possible uses as well as trends for housing demands in the future, based on historical demographics, and concludes that the ultimate Highest and Best Use of the site is residential subdivision.

Appraiser Frankenfield identifies his hypothetical condition as the consummation of a development easement as per the application.

While there are no overt extraordinary assumptions or hypothetical conditions stated by Appraiser Bartelt, it is recognized that the subject property is under application for farmland preservation and the status of acceptance remains open therefore the hypothetical condition of both appraisers, inherently, is the consummation of the land being preserved. There are no current offerings of sale nor is the property offered for sale at this time.

Initially, Appraiser Frankenfield arrived at a before easement value of \$6,300 per acre (\$422,000 total), an after easement value of \$4,000 per acre (\$268,000 total) and an easement value of \$2,300 per acre (\$154,000 total). Initially, appraiser Bartelt arrived at a before easement value of \$12,000 per acre (\$804,000 total), an after easement value of \$5,000 per acre (\$335,000 total) and an easement value of \$5,000 per acre (\$469,000 total). In the initial examination of both reports several questions arose as to the "develop-ability" of the subject. Additionally the question arose as to the probability of a requirement that the subject street would have to be widened to a 50-foot roadway as opposed to its current 33 feet wide surface. Subsequent questions arose as to the quality and quantity of the comparable sales used by each appraiser in their initial assessment of the before value.

Both appraisers were instructed to re-visit the "road widening" question and the applicability of their respective comparable sales used in the before analysis. Additional sales were provided to both appraisers for analysis. The reviewer referenced the RSIS Act Title 5 (NJ Administration Code Standards) and spoke with Anthony Zapazoda Esq., Counsel for the municipal land use office of Woolwich as an aid to clarification of the RSIS and its applicability to the subject. As all acts are interpretive the reviewer concluded that development of the subject could occur on a less than "by right" intensity. Since the subject is already 4-line items it is likely that development of the site could easily be four residential lots that would not require a major road widening project. Hence the subject has development potential.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Reviewer's Conclusions:

In the course of a desk review both appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraiser Frankenfield submits that the "value" of restricted lands tend to appreciate at a slower rate than unrestricted properties. His sale dates are relatively recent and the lack of a time adjustment is reasonable. All four of Frankenfields comparable sales are adjusted at a flat +20% for location. His reasoning is that all sales are located on paved, two lane streets with adequate access for farm vehicles. There is no support for this adjustment based on road access as the subject has 30 feet wide, two lane road that also permits farm vehicle access. It may be that the roadways on which the comparable sales are located may be wider and a lower adjustment is warranted however insufficient narrative is submitted to make an absolute decision. His adjustments for tillable area, soils and residential opportunity are reasonable. Frankenfield submits that larger restricted parcel will command a higher per acre price as larger farms are more conducive to farming operations than smaller farms. It is the reviewer's experience that this premise is correct. Small size adjustments are applied top sales 1, 3 and 4 that are deemed appropriate.

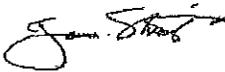
In correspondence with both appraisers (copies attached) on their respective before analysis, [in light of additional sales data and road requirements for development], both submitted revised value estimates. Both appraisers retained the same comparable sales in their revised analysis however both considered revisions based upon the reviewers input. The revised value estimates are stated on page one of this review.

The captioned appraisal reports address the values of development rights easement purchase from an unrestricted farm. The Before and After values in both reports are based solely on the direct comparison method.

I certify that, to the best of my knowledge and belief:

The review appraiser has made a desk review of the two appraisal reports on the subject property and did not inspect the subject or the comparables. - The facts and data reported by the review appraiser and used in the review process are true and correct. - The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased, professional analyses, opinions, and conclusions. - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice. No one provided significant professional assistance to the person signing this review report. The final value recommendation of the reviewer is based on this review of all the information contained in the appraisal reports and any other pertinent data researched independently.

Based on the review appraiser's analysis staff recommends that the SADC certify the Development Easement Value of the **Hidden Valley Farm Land Co., Inc (Spector, Charles) property** as of 5/2/2011 for the amount of **\$4,900 /acre based on current zoning and environmental regulations in place**. This is a certification of development easement value only and should not be construed as an approved development purchase easement.

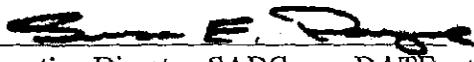


DATE 11/5/2011

James Stuart MAI
Review Appraiser, SADC
State Certified General
License # NJRG00025900

SADC CERTIFICATION

On November 3, 2011 the State Agriculture Development Committee certified the Development Easement value of the **Hidden Valley Farm Land Co., Inc (Spector, Charles)** property as of 5/2/2011 for the amount of \$4,900 /acre based on current zoning and environmental regulations in place. This is a certification of development easement value only and should not be construed as an approved development easement purchase.


Executive Director, SADC DATE 12/8/11

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Certification Report

Value based on zoning and environmental regulations in place as of 5/02/11 – current conditions

1. Before Value

Appraiser	1. FRANKENFIELD	2. BARTELT
Highest and Best Use	Future Residential	Future Residential
Direct Sales Comparison		
No. of Sales Used	3	4
Range of Sale Dates	7/24/07 – 6/1/09	7/25/07 – 1/22/10
Range of Unadjusted Sale Prices per Acre	\$10,121 – \$10,837	\$20,122 – \$32,572
Average price per acre - unadjusted	\$10,369	\$26,748
Range of Adjusted Sale Prices per Acre	\$8,173 – \$ 9,676	\$9,642 - \$17,914
Average Price per acre - adjusted	\$8,826	\$13,323
Estimated Value per acre	\$8,800	\$10,000
Total	\$589,600	\$670,000

Reviewer's Comments:

Appraiser 1: Appraiser Frankenfield utilizes three sales, all of which are in municipalities in Salem County, Pilesgrove and Upper Pittsgrove Townships. All three are considered to be in similar locations as the subjects and are deemed acceptable for analysis purposes. Essentially all sales share strong similarities in zoning requirements albeit given different designation by their respective municipalities. Sale 1 occurred in 2009, contains 138.32 acres, and has 22 front feet ratio and 2% wetlands. Sale 2 contains 50.75 acres and has a front feet ratio of 10 and 15% wetlands. Sale 3 contains 71.43 acres with a front feet ratio of 24. Sale 3 has 35% of soils rated very limited.

Sale 1 is adjusted +5% for size and -20% for front feet. Sale 2 is adjusted +5% for wetlands. No other adjustment is applied to sale 2. Sale 3 is adjusted -10% for front feet, +5% for wetlands and +5% for soils. Net adjustments are -15%, +5% and 0% respectively.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Appraiser 2: Appraiser Bartelt utilizes four sales, two in Woolwich Township, one in East Greenwich Township and one in Deptford Township. Sale 1 contains 57.1 acres in the same residential zone as the subject. Sale 1 sold with approvals for a 30-lot subdivision. Sale 2 contains 27.77 acres in the R3 zone of the township. Sale 2 sold with approvals for a 14-lot subdivision. Sale 3 in East Greenwich Township contains 16.4 acres and is in a similar residential zone as the subject. Sale 3 sold with no approvals. Sale 4 contains 88.42 acres and is in a similar residential zone as the subject. Sale 4 sold with approvals for 48-lots.

Sale 1 is adjusted -5% for topography, -5% for public water and sewer and -40% for approvals. Sale s 2 is adjusted -20% for size, -5% for water and sewer and -40% for approvals. Sale 3 is adjusted -10% for size and, -5% for topography. Sale 4 is adjusted -5% for topography, +5% for easements and -40% for approvals.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Reviewer's Conclusions:

In the course of a desk review both appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraiser Frankenfield has submitted three sales none of which are in the same municipality as the subject. His most recent sale took place in June of 2009. He appropriately applied a "time" adjustment to sale 1 at a rate of -5% to reflect current market conditions. The subject contains 67 acres and sale 1 contains 138.32 acres a substantial difference in size for which Frankenfield applies a positive adjustment based on the theory of "economies of scale". This is a well known theory in appraisal practice and Frankenfield recognizes the need for an adjustment however a rate of +5% appears conservative for a difference in size of 52% between sale 1 and the subject. Sale 1 renders a per acre value of \$8,173. Sale 2 is similar in size to the subject at 50.75 acres. Unadjusted sale 2 sold for \$10,837 per acre. The major adjustment to this sale is for time and one other minor adjustment of -5% for the presence of wetlands. The net adjustment to sale 2 is +5% that produces an adjusted per acre value of \$9,676. Sale 3 is also similar in size to the subject at 71.43 acres. Sale 3 took place in July 2007 and is adjusted -15% for "time". Sale 3 has a 0% net adjustment and renders an indicated per acre value of \$8,628.

Frankenfield has applied a series of adjustments that are reasonable for observed difference between the subject and the comparable sales that results in a very close pattern of indicated values, from low \$8,000 to mid \$9,000 range. Frankenfield selects as a best point estimate of \$8,800 per acre. The weakness of Frankenfields' evaluation is that none of the comparable sales are in the same municipality as the subject and they are somewhat dated. The strength of Frankenfields' analysis is that all three sales sold without approvals.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Appraiser Bartelt uses four sales in his analysis. Two sales are in the same municipality as the subject (1 & 2). Sale 1 is a recent sale that took place in January of 2010. Adjusted sale 1 renders a per acre value of \$10,344. Sale 1 is dated albeit it is in Woolwich Township. As adjusted sale 2 renders a per acre value of \$9,642. Sales 3 and 4, after adjustment render per acre value of \$15,393 and \$17,914 respectively. These two sales are well outside the range of values as indicated by sales 1 and 2. Typically such divergence is due to some overriding factor such as location or other market force not clearly visible to the appraiser. The reviewer opines that sales 3 and 4 are well outside the range of values as indicated by sales 1 and 2 that are in the same township as the subject and are weak indicators of value. Bartelt does not submit sufficient support for the wide range in indicated value. An additional weakness of the Bartelt analysis is that three of his four sales sold with approvals. Ironically his sale 3 sold without approvals yet renders a high per acre value. Again it appears that either sales 3 and 4 are not truly comparable or there exists some other unknown factor that renders such high values from these sales. In his revised final analysis Bartelt accords greatest weight to sale 1 as it is the most recent sale, tempered with sale 2 as it is in the same township as the subject. Bartelt arrives at a best point estimate of \$10,000 per acre. Evidently in selecting a best point estimate of \$10,000 per acre Bartelt discounts his sales 3 and 4. The reviewer concurs that sales 3 and 4 fall outside a reasonable range and should be fully discounted.

The reviewer concludes that both appraisers have applied a substantial analytical process in this evaluation. Both analysis in the before valuation have weakness, Frankenfield having no sales in the same township and Bartelt's sales requiring large adjustment for approvals. It is evident from both analyses that a best point estimate of value lies between the two values of each appraiser, Frankenfield at \$8,800 and Bartelt at \$10,000. In the final conclusion the reviewer considers a per acre value, in the before, of \$9,400 to be reasonable, justified and supported.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

2. After Value

Appraiser	1.FRANKENFIELD	2. BARTELT
Highest and Best Use	Agriculture	Agriculture
Direct Sales Comparison		
No. of Sales Used	4	4
Range of Sale Dates	11/20/08 – 2/4/10	4/8/08 – 1/30/09
Range of Unadjusted Sale Prices	\$3,328 - \$6,053	\$3,312 - \$5,750
Average price per acre - unadjusted	\$5,158	\$4,262
Range of Adjusted Sale Prices	\$2,662 - \$5,372	\$4,803 - \$6,900
Average Price per acre - adjusted	\$3,971	\$5,400
Adjustments made for	Location, size, tillable area, soils, residential opportunity	Location, soils improvement/improvement potential, wetlands
Estimated Value per acre	\$4,000	\$5,500
Total	\$268,000	\$126,500

Reviewer's Comments:

Appraiser 1: Frankenfield submits four sales all located in neighboring communities. Sale 1 (his #4) contains 42.3 acres with 60% tillable area, 43% prime soils and no residential opportunity. Sale 1 is adjusted for -20% for location, size +5% for size and -10% for residential opportunity. Sale 2 (his #5) contains 60.3 acres with 99% tillable area, 89% prime soils and one residential opportunity. Sale 2 is adjusted -20% for location, -10% for tillable area and -5% for soils. Sale 3 (His #6) contains 40.56 acres with 90% tillable area, 89% prime soils and no residential opportunity. Sale 3 is adjusted -20% for location, +5% for size, -10% for tillable area -5% for soils and +10% for residential opportunity. Sale 4 (his #7) contains 126 acres with 72% tillable area, 37% prime soils and one residential opportunity. Sale 4 is adjusted -20% for location and -10% for size.

Appraiser 2. Bartelt submits four sales all in neighboring communities. **Sale 1** contains 121.1 acres with 70% tillable area, 32% prime soils, 43% wetlands and a one acre, non-severable exception. Sale 1 is adjusted +10% for soils and +25% for wetlands. Sale 2 contains 61.3 acres with 95% tillable area, 78% prime soils and one residential opportunity. Sale 2 is adjusted +15% for wetlands only. Sale 3 contains 41.6 acres with 80% tillable area, 47% prime soils and no residential opportunity. Sale 3 is adjusted -20% for residential opportunity only. Sale 4 contains 40.76 acres with 95% tillable area, 76% prime soils and no residential opportunity. Sale 4 is adjusted +25% for location and +20% for residential opportunity.

Hidden Valley Farm Land Co., Inc (Spector, Charles)
Hidden Valley Farm Land Co., Inc.

Appraiser Bartelt omits a "time" adjustment on his sales based on the same basic premise as that espoused by appraiser Frankenfield. Bartelt adjusts his sale 4, in Franklin Township +20% for location based on historical data that Franklin Township generally commands lower prices for real estate in general. The subject has 53% prime soils and sale 1 has 32% prime soils to which Bartelt adjusts -10% to sale 1. The difference between sale 1 and the subject is 21% in the soils category. Sale 2 has 78% prime soils, a difference of 25% between the subject and sale 2 in the soils category yet no adjustment is applied. Likewise sale 4 has 74% prime soils and is not adjusted. Mathematically it would be logical to adjust sales 2 and 4 as the percentage of difference is similar to sale 1, which is adjusted.

Appraiser Bartelt submits that larger sites tend to be more "farmable". Smaller sites are not as conducive to farm operations and often appeal to a different market segment. Bartelt and Frankenfield share the same view that large farms will command a higher per acre value than smaller farms as does the reviewer. None of Bartelt's comparable sales are adjusted for size yet differences in size are evident. For example sale 1 contains 121.1 acre vis-à-vis the subject's 67 acres and no adjustment is applied. Similarly sales 3 and 4 have 41.6 acres and 40.76 acres respectively with no adjustment applied. Only sale 2 is substantially similar to the subject at 61.3 acres. Bartelt's adjustments for residential opportunity and wetlands are reasonable.

Both appraisers have applied recognized appraisal techniques in the after valuation. There exists weakness in both analyses yet the weaknesses are such that each conclusion of value is not rendered as nugatory. As in the before evaluation the reviewer concludes that a best point estimate lies between both appraisers conclusions therefore a per acre value in the after of \$4,500 is deemed reasonable supported and justified.

Reviewer Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following assumptions and limiting conditions, and to such other extraordinary assumptions as are stated in the report.

1. The terms or titles "Reviewer" and "Review Appraiser" are considered synonymous for the purposes of this review appraisal report. The term "Appraiser" will mean the individual that prepared the original appraisal report that is under review, and is the subject of this review report.
2. This appraisal review is based on information and data contained in the appraisal report or observed in a field review. Data and information from other sources may be considered. If so, they are identified and noted as such.
3. It is assumed that such data and information contained within the appraisal report (s) under review are factual and accurate unless otherwise noted.
4. The Reviewer reserves the right to consider any new or additional data or information, which may subsequently become available.
5. Unless otherwise stated, all assumptions and limiting conditions contained in the appraisal report, which is the subject of this appraisal review, are also conditions of this review. This also includes any extraordinary assumptions in the original report, unless otherwise noted.
6. The Reviewer assumes no responsibility for matters of a legal nature affecting the property, which is the subject of this review, or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be marketable. The property rights are assumed to be "fee simple" as though free of liens and encumbrances and under responsible ownership unless otherwise stated in the report.
7. The Reviewer is not required to give testimony or appear in court because of having made the review, unless arrangements have been previously made.
8. The Reviewer assumes that there are not any hidden or not readily apparent conditions of the property, subsoil, structures, which would render it more or less valuable.
9. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
10. Information, estimates, and opinion furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct, unless otherwise noted within the report. The Reviewer assumes no responsibility for accuracy of such items furnished to the Reviewer.
11. Disclosure of the contents of the review report, or copy thereof, or any part of the report (including the conclusions of the review and/ or the identity of the Reviewer) shall not be used for any purpose or by anyone but the client specified in the review report or their successors and assigns, without the previous written consent and approval of the Reviewer.
12. This appraisal covers the property as described in this report and the areas and dimensions are assumed to be correct.
13. No property survey has been made by the Reviewer. No responsibility is assumed in connection with such matters. Any sketch or identified survey of the property in this report is for the exclusive purpose of assisting the Reviewer and the reader to visualize the property.
14. The legal description and title vested as was contained within the report being reviewed is assumed to be correct, unless otherwise stated.
15. While the Review Appraiser may have, but has not necessarily, inspected the subject property and has considered the information developed in the appraisal report under review and information provided by the appraiser, (such as inspections together with the information provided by the ownership and client etc.), the Reviewer is not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the Subject property being free and clear of hazardous waste contamination. It is specifically assumed that present and subsequent property owners will exercise due diligence to ensure that the property does not become otherwise contaminated.
16. The Review Appraiser assumes no responsibility for changes of any item in this Appraisal Review Report, by anyone other than the Review Appraiser.
17. Unless specifically cited, no value has been allocated to mineral rights or deposits.

18. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by anyone except the authorizing authority (Client), without the previous written consent of the Review Appraiser. It may only be revealed in its entirety.

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

Mania

G3

Certificate of Availability of Funds

TREASURER'S NO. PO # 13-06283
T- 03 - 0 8 - 509 - 372 - 20548

DATE July 9, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$326,604.60 COUNTY COUNSEL Emmitt Primas, Esq.

DESCRIPTION:

Resolution to acquire a development easement on the farm property of Hidden Valley Land Company, Inc. Located in the Township of Woolwich, known as Block 45, Lot(s) 10, 11, 12, 13 consisting of approximately 66.654 acres, for the amount of \$326,604.60. for Farmland Preservation Program.

VENDOR: Foundation Title, LLC

ADDRESS: 13000 Lincoln Drive West, Suite 201

Marlton, NJ 08053

DEPARTMENT HEAD APPROVAL

APPROVED

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED

7-12-13

July 24, 2013