

**AGENDA**

7:30 p.m. Wednesday, January 22, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from December 27, 2013.

P-1 Proclamation Recognizing Gwendolyn Joyce Brown upon her retirement for Woodbury City Council (Taliaferro) (previously presented)

**INTRODUCTION**

**ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES.**

GCEMS seeks reimbursement from insurance carriers for emergency medical service treatment and transportation provided to patients. Under the current fee structure adopted in 2011, GCEMS charges up to \$650 per transport and up to \$15 per loaded mile. This ordinance would increase the transport charge to \$700, and the loaded mile fee to \$17. Rates charged by New Jersey Basic Life Support (EMS) providers range from \$550 to \$850 for transport, and \$14 to \$18 for mileage. Note that the fees reflect the maximum amount sought from insurance carriers, including Medicare and Medicaid, and not the actual reimbursement received by GCEMS. In 2013, GCEMS realized \$3,802,249.86 in reimbursement from insurance carriers. Per the policy previously approved the Board of Chosen Freeholders, Gloucester County residents are not required to pay any out-of-pocket costs associated with GCEMS services.

**INTRODUCTION**

**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.**

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.** The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources policies have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. The Human Resources Department is requesting this resolution to approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6) as follows:

- Section 1.1, Terms and Acronyms: Corrected reference to NJ Department of Personnel to NJ Civil Service Commission
- Section 1.3, Manual Distribution and Revisions: Corrected link to electronic form of HR Manual
- Section 4.3, Payroll Deductions: Added Health Benefit Contribution to mandatory deductions list
- Section 4.4, Overtime and Comp Time: Revised in accordance with various collective bargaining agreements
- Section 5.1, Health Benefits: Corrected to reflect that eligible employees receive Rx benefits 60 days after date of hire
- Section 7.17, Social Media: Revised in accordance with evolving precedent
- Section 8.8, Defibrillators: Revised locations.

**A-2 RESOLUTION ACKNOWLEDGING FIRST AMENDMENT AND SECOND AMENDMENT TO PORT ESSEX PROJECT SITE GROUND LEASE BETWEEN THE BOROUGH OF PAULSBORO AND SOUTH JERSEY PORT CORPORATION AND AUTHORIZING EXECUTION THEREOF BY THE COUNTY.** On August 1, 2009, the Borough of Paulsboro and South Jersey Port Corporation ("The Parties") entered into a Lease for real property consisting of 45 acres, known as the Port Essex Project Site. The First Amendment to said Lease on September 20, 2011 was made to include certain properties (approximately three acres) adjacent to the project site which were acquired by the Borough. The Parties now desire to amend the original Lease and First Amendment by a Second Amendment to include property previously owned by Conrail (approximately two acres) to make it subject to the same terms and conditions thereof. This resolution will acknowledge the First and Second Amendments and authorize execution of the Lease agreements by the appropriate County official.

**A-3 RESOLUTION AUTHORIZING APPROPRIATION RESERVE BUDGET TRANSFER.** This resolution is needed to transfer 2013 funds from department to department where needed to pay bills.

**A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2014.** The Treasurer of Gloucester County submits the bill list for January 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 January 23, 2014.

**A-5 RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF MICHAEL J. SILVANO, LLC, FOR PROFESSIONAL BAIL FORFEITURE LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$35,000.00.** This resolution will authorize a contract with Law Offices of Michael J. Silvano, LLC (RPF# 13-056) for legal services for bail forfeitures and other legal services of a specialized nature from January 1, 2014 to December 31, 2014 in an amount not to exceed \$35,000.00 at an hourly rate of \$150.00.

**A-6 RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC., FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS FOR APPROXIMATELY 110,983 PROPERTY OWNERS WITHIN GLOUCESTER COUNTY IN AN AMOUNT NOT TO EXCEED \$54,381.67.** This resolution authorizes a contract with Munidex, Inc. from January 22, 2014 to March 31, 2014 in the amount not to exceed \$54,381.67 as per PD-013-053 for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1, and as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation. The Assessment Notices must be created by MOD-IV certified programs at the certified data center location.

**A-7 RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS, A DIVISION OF ARH, INC., FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FROM JANUARY 22, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$285,869.91.** This resolution authorizes a professional service contract with Civil Solutions, A Division of Adams, Rehmann and Heggan Associates, Inc., for the provision of engineering services for Tax Map Maintenance and updates for all 24 taxing districts within the County as per specifications RFP #013-051 from January 22, 2014 to December 31, 2014, in an amount not to exceed \$285,869.91.

**A-8 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS PROPERTY, PER STATE CONTRACT #A83453, INDEX #T2581 ON A COMMISSION BASIS FOR THE CALENDAR YEAR 2014.** The County of Gloucester has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. We are requesting a Resolution authorizing the use of GovDeals Online Auctions to sell government surplus pursuant to State Contract #A83453, index #T2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

**A-9 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2014.** Annual resolution authorizing the County of Gloucester to purchase materials, supplies and equipment for the County of Gloucester through State of New Jersey contracts under the State's Cooperative Purchasing Program in accordance with N.J.S.A. 40A:11-12 for the calendar year 2014 which will alleviate the need for public bidding.

**A-10 RESOLUTION TO PURCHASE COMPUTER EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT #A70256 IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE YEAR 2014.** This Resolution is for an agreement with Dell-SLG Sales to supply Computers and Computer related equipment, per State Contract #A70256 for the year 2014. We have adopted the Dell platform as our primary Computer and Server Vendor and have been pleased with the results in the past.

**A-11 RESOLUTION TO PURCHASE HEWLETT PACKARD PRODUCTS THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A70262 FOR AN AMOUNT NOT TO EXCEED \$250,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.** This Resolution authorizes purchases from Hewlett Packard through State Contract #A70262 for purchases of computer related equipment to include personal computers, laptops, servers, software, printers, scanners, telephone equipment to include switches that may be needed for all departments and county

buildings and GIS software in an amount not to exceed \$250,000.00 from January 1, 2014 to December 31, 2014.

**A-12 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE AGREEMENTS FOR THE YEAR 2014 FROM EDMUNDS & ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF \$35,254.00.** This Resolution authorizes and approves a Contract with Edmunds & Associates, Inc. for the annual Software Maintenance fee for the Financial Application which includes Financial Accounting, Electronic Requisitions, Payroll and Human Resources for the total amount of \$35,254.00. This is proprietary software according to N.J.S.A. 40A:11-5DD.

**A-13 RESOLUTION TO PURCHASE POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$146,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.** This Resolution authorizes and approves an agreement with Pitney Bowes to supply Postage and Postage Supplies to the County through State Contract #A75237 from January 1, 2014 to December 31, 2014. The Postage is for all County Departments' outgoing mail on a daily basis including general, bulk and miscellaneous mail.

**A-14 RESOLUTION TO PURCHASE LENOVO PRODUCTS FROM CDW-G THROUGH LENOVO STATE CONTRACT #A70263 FOR AN AMOUNT NOT TO EXCEED \$100,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.** This Resolution authorizes the annual State contract to purchase computer related equipment to include personal computers/laptops/servers, software, printers, scanners, telephone equipment to include switches that may be needed for county buildings and GIS software. State Contract #A70263 for Lenovo for the purchase of printers/scanners and related items for all County departments approved for purchases in an amount not to exceed \$100,000.00 from January 1, 2014 to December 31, 2014.

**A-15 RESOLUTION REORGANIZING THE ADMINISTRATIVE FUNCTIONS OF THE DEPARTMENT OF PARKS AND RECREATION AND THE DEPARTMENT OF BUILDINGS AND GROUNDS.** N.J.S.A. 40:20-1.2 provides for the grant of powers under the statutory provisions dealing with the management of County affairs, including the County's right to reorganize its structure. For the purposes of consistency and efficiency, the reorganization of administrative functions of the Departments of Parks and Recreation and Buildings and Grounds will provide, among other things, improved services to County residents.

**A-16 RESOLUTION PLACING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM UNDER AND WITHIN THE GLOUCESTER COUNTY DIVISION OF PLANNING.** From time to time it becomes essential for government to assess its operations and reorganize the resources of its departments to better serve the public. The opportunity exists to reorganize certain functions of government to operate more efficiently and better serve the public. By placing The Community Development Block Grant (CDBG) Program under and within the Gloucester County Division of Planning, Gloucester County can achieve certain efficiencies and benefits.

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

**FREEHOLDER CHILA  
FREEHOLDER TALIAFERRO**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$125,000.00 FROM MARCH 1, 2014 TO FEBRUARY 28, 2015.** As part of the regional EMS services program the County is required to have a medical director. RFP 013-050 was prepared and recommended to award the contract to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Camden, New Jersey 08103. Contract is in an amount not to exceed \$125,000.00, from March 1, 2014 to February 28, 2015.

**B-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH AMBULANCE NETWORK, INC. TO DECREASE THE CONTRACT AMOUNT BY \$5,600.00.** A decrease is necessary to the contract, as the DriveCam unit was not available for the ambulances and the County elected to reassign existing DriveCam units to the four ambulances. The amendment will decrease the total contract amount by \$5,600.00 (\$1,400.00 per ambulance), resulting in a maximum contract amount of \$542,856.00.

**B-3 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014.** As part of the regional EMS services, GCEMS will be renewing the contract with Virtua Health, Inc. for the provision of advanced life support services by Virtua's Mobile Intensive Care Unit, to Medicare and Medicaid patients transported by Gloucester County EMS. The contract will allow Virtua to reimburse GCEMS for services provided as Virtua will act as the billing agent for GCEMS (for these patients only). This will be a one-year contract period beginning January 1, 2014 and concluding December 31, 2014. Virtua Health, Inc. shall pay the County of Gloucester the sum of \$409.60 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid. Expected revenue from this contact will approximately be \$5,000.00.

**B-4 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN INSPIRA MEDICAL CENTER WOODBURY, INC., AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014.** As part of the regional EMS services, GCEMS will be renewing the contract with Inspira Medical Center Woodbury, Inc. location being in Woodbury, NJ for the provision of advanced life support services by Inspira Medical Center Woodbury, Inc.'s Mobile Intensive Care Unit, to Medicare and Medicaid patients transported by Gloucester County EMS. The contract will allow Inspira to reimburse GCEMS for services provided as Inspira will act as the billing agent for GCEMS (for these patients only). This will be a one-year contract for the period of January 1, 2014 and concluding December 31, 2014. Inspira shall pay the County of Gloucester the sum of \$409.60 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid. Expected revenue from this contract will approximately be \$475,000.00.

**B-5 RESOLUTION AUTHORIZING CONTRACT WITH COOPER NOTIFICATION, INC., FOR SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.** This is a text messaging system which is capable of sending 18,000 text messages per minute during an emergency. The general public may subscribe to this service by clicking the link on the County's web site. Governmental entities within the County are also able to utilize the service as we purchased a franchise license.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNERS AS REQUIRED BY THE WORKFORCE INVESTMENT ACT OF AUGUST 1998.** This Memorandum of Understanding (MOU) has been developed in accordance with the Workforce Investment Act of 1998. The Partners included in this MOU are all mandated by the Workforce Investment Act of 1998. The Resolution is requesting the Freeholders to authorize the MOU between the Gloucester County Board of Chosen Freeholders, the Workforce Investment Board and the One Stop Partners. The One Stop Partners included in this MOU all deliver workforce development, educational and other human service programs to the residents of Gloucester County. The document outlines each entity's responsibility and each entity agrees to accept responsibility to fulfill its roles and to serve its customers. This MOU does not require any obligation of funds, nor does it expect any entity to conduct business or deliver services outside its legislation or regulations.

**C-2 RESOLUTION APPROVING THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD LOCAL AREA PLAN FROM JANUARY 1, 2014 TO DECEMBER 31, 2017.** This Resolution is requesting that the Board of Freeholders approve the Gloucester County Workforce Investment Board Local Area Plan. This Plan is for three years (January 1, 2014 to December 31, 2017). The Workforce Investment Board (WIB) is legislatively mandated to provide planning, policy and performance oversight for the federal and state funding allocated to the Gloucester County local workforce area. This Local Area Plan was created by the Workforce Investment Board and its staff in accordance with guidelines established and issued by the NJ State Employment and Training Commission (SETC). This document describes the efforts put forth by the Workforce Investment Board to assist residents who are seeking employment and employers who are seeking qualified, trained and personnel. The document also describes future actions that will continue in order to develop and enhance the lives of our county residents, local employers and the surrounding areas. This document aligns itself with the statewide talent development initiatives of the SETC's Unified State Plan.

**C-3 RESOLUTION TO SUBMIT THE WORKFORCE INVESTMENT BOARD RECERTIFICATION APPLICATION FOR 2014 TO THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION.** This Resolution is regarding the submission of the 2014 Recertification Application for the Workforce Investment Board. The application is being submitted to the NJ State Employment and Training Commission. The SETC will determine that the local WIB is in compliance with all federal and state requirements. The elements being reviewed are all mandated by the Workforce Investment Act of 1998. This review process has been occurring over the past year and a half and documents have been provided during this time frame. This WIB recertification is being done state wide. The formal application being submitted is the last step in the Recertification Process.

**C-4 RESOLUTION AUTHORIZING SETTLEMENT AND PAYMENT OF FUNDS IN THE MATTER OF THE COUNTY OF GLOUCESTER V. ELAINE H. HAMMEL UNDER DOCKET NO. GLO-L-943-13.** This Resolution authorizes and confirms settlement and payment of funds, and has been recommended by Counsel for the County for the acquisition of a Road Easement Across a part of the Real Property located at 453 Egg Harbor Road, in Washington Township, being known as Block 193, Lot 6.07 on the Washington Township Tax Map (hereinafter the "Property"), from Elaine H. Hammel, (hereinafter "Property Owner"), under Docket No. GLO-L-943-13, Consent Order for Settlement and Payment of Funds in the amount of \$38,000.00 as the just compensation for the said taking. The County has on deposit with the Court in the Condemnation Action the sum of \$34,700.00 (by Resolution July 10, 2013), with the additional sum of \$3,300.00 for a total amount of \$38,000.00 to be paid directly to the Property Owner c/o her attorney P. Joseph Boyce, Esq. by the County in order to resolve the Condemnation Matter. Under Docket No. GLO-L-943-13 the County filed both a Verified Complaint in Condemnation in the Superior Court of New Jersey, Law Division, Gloucester County on June 28, 2013 with the caption *County of Gloucester v. Elaine H. Hammel*, (hereinafter the "Condemnation Action"), and also the "Notice of Lis Pendens" on July 30, 2013. The said easement is needed for intersection improvements/redesign for the County's project known as "Reconstruction of Egg Harbor Road, County Route 630, from

Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County," Federal Project No. STP-4048(105) ROW, Engineering Project #06-01FA. The Property was appraised at \$34,700.00. The cost of the appraisal services for this acquisition was \$2,000.00, and the cost for the negotiation services are \$6,166.24 to date. Appraisal Report (pages 1-3) attached. All costs associated with this project are 100% Federally funded.

**C-5 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT AMENDMENT INCREASE #01 WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$40,000.00.** This Resolution will authorize the County to modify an existing Professional Services Contract with Federici & Akin, P.A., Consulting Engineers (307 Greentree Road, Sewell, NJ 08080). The Amendment will provide for additional Capital Project Management engineering, inspection, management and environmental services per RFP-13-046, passed by Resolution October 02, 2013 for the project "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #13-13, in the amount of \$40,000.00; the existing contract provides the County with the above Capital Project Management Services on an "as-needed/on-call basis" for a minimum amount of zero and a maximum amount of \$90,000.00 for a one (1) year period beginning October 02, 2013 to October 02, 2014. The Amendment will increase the contract, allowing for a maximum amount of up to \$130,000.00 during this one (1) year period.

**C-6 RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE JESSUP MILL BRIDGE 4-H-5 REPLACEMENT PROJECT.** This Resolution authorizes approval to submit and execute a grant contract with the New Jersey Department of Transportation for the Jessup Mill Bridge 4-H-5 Replacement Project. This application identified as LBFN-2014 – 00008 will be submitted electronically.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE COUNTY OF SALEM FOR THE PROVISION OF A HEALTH OFFICER FROM JANUARY 1, 2014 TO DECEMBER 31, 2018.** The purpose of this agreement is that Gloucester County shall provide a Health Officer to Salem County, and Salem shall designate the County Health Officer of Gloucester as its Health Officer. The said Health Officer shall be the enforcement agent of Salem for its Ordinances and Sanitary laws of the State of New Jersey. Salem will pay Gloucester \$72,680.00 for the first year of this contract in equal monthly installments. Gloucester will bill Salem quarterly of the Health Officers services for the remainder of the contract.

**E-2 RESOLUTION AUTHORIZING A CONTRACT WITH THE DIGITAL HEALTH DEPARTMENT TO SUPPLY A DATA MANAGEMENT SYSTEM FOR THE GLOUCESTER COUNTY HEALTH, SENIOR & DISABILITIES SERVICES DEPARTMENT FOR A TOTAL CONTRACT AMOUNT OF \$72,875.00 FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015.** This Resolution authorizes a contract with The Digital Health Department for a Data Management System to automate records, files, statistics, inspections, etc. pertaining to the Health Departments Environmental and Consumer Health Units through PD 013-052 for a total contract amount of \$72,875.00 from February 1, 2014 to January 31, 2015.

**E-3 RESOLUTION AUTHORIZING APPLICATION RENEWAL WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION #2014-05139-0191-00 FISCAL YEAR 2014 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$10,558.00.** This program covers the period 10/01/2013-09/30/2014 and provides for various administration costs, including but not limited to: the processing of all requests for LIHEAP check replacements generated through the State's FAMIS Computer System; response to client inquiries regarding LIHEAP and the Universal Service Fund; referral of clients to the local community based organization administering the USFHEA program when updates to the USFHEA database files are needed; provision of encoding of the FAMIS document of each applicant for a heating living arrangement, and, the review of the LIHEAP/USF non-select report for accuracy and if file documentation indicates the case was inappropriately "non-selected"; to correct the FAMIS case prior to the first USF automatic processing run.

**E-4 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$400,000.00.** Recipient clients having no transportation must still travel for purposes such as search for housing; attending mandatory bi-monthly housing workshops; looking for and retaining employment; attending One Stop employment-related activities; and, for medical transportation. Participation in such program activities by Social Services' clients is an important part of the effectiveness of the Social Services programs, and the provision of NJ Transit bus passes for program participants will enable them to meet program goals.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**F-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE LAND CONSERVANCY OF NEW JERSEY FOR THE UPDATE OF THE 2008 GLOUCESTER COUNTY FARMLAND PRESERVATION PLAN AND THE PREPARATION AND SUBMISSION OF THE GLOUCESTER COUNTY FY2016 PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR AN AMOUNT NOT TO EXCEED \$25,000.00.** In 2008 Gloucester County completed the task of compiling the *Gloucester County Comprehensive Farmland Preservation Plan*. The primary purpose of completing the Plan was to provide a vision and strategy for the preservation of the County's agricultural resources. The creation of The Plan was also required in order for the County to apply for a Planning Incentive Grant (PIG) from the State Agriculture Development Committee (SADC) for funding assistance for farmland preservation activities. In order to ensure that the Plan can continue to be utilized as an effective planning tool for the County's farmland preservation efforts, an update is required. As such the County initiated RFP-13-052 for this task, and the Land Conservancy of New Jersey (LCNJ) was the only vendor to submit a proposal. Through this contract the LCNJ will prepare the required update to the *Gloucester County Comprehensive Farmland Preservation Plan*, and prepare and submit the County's FY2016 Planning Incentive Grant Application, including the required ArcGIS mapping for up to 20 farmland preservation projects.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING RENEWAL OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY, GLOUCESTER COUNTY COLLEGE AND THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND VOCATIONAL SCHOOL DISTRICT OF GLOUCESTER COUNTY FOR LAW ENFORCEMENT PATROL SERVICES ON THE CAMPUSES OF GLOUCESTER COUNTY COLLEGE, GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY AND SPECIAL SERVICES SCHOOL DISTRICT, FOR A FOUR-YEAR PERIOD ENDING OCTOBER 21, 2017, AT THE HOURLY RATE OF \$74.14.** This Resolution authorizes a four-year renewal of a Shared Services Agreement for law enforcement patrol services at the Gloucester County College, Gloucester County Institute of Technology and the Special Services School District for a four year period ending October 21, 2017. The Gloucester County Sheriff will provide these patrols at the hourly rate of \$74.14.

**G-2 RESOLUTION AUTHORIZING AN ACCESS AGREEMENT TO JERSEY UNIQUE MINDS PARANORMAL SOCIETY FOR ENTRY TO THE GLOUCESTER COUNTY JAIL FOR THE PURPOSE OF CONDUCTING AN EXPERIMENT INTO ANY PARANORMAL ACTIVITY WHICH MAY OCCUR WITHIN THE DWELLING.** Resolution authorizing the execution of an access agreement between Jersey Unique Minds Paranormal Society, LLC with offices 132 Amwellbury Road, Salem, NJ 08079. This agreement is for entry to the Gloucester County Jail on January 31, 2014 and February 1, 2014 between the hours of 6:00 p.m. and 4:30 a.m., for the purpose of conduction and experiment into any paranormal activity that may occur within the dwelling.

**G-3 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$365,141.00.** Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$365,141.00 for the year (open-ended). 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 which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

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.

**G-4 RESOLUTION AUTHORIZING STATE CONTRACT #A83050 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA FROM JANUARY 1, 2014 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$10,500.00.** This will provide for the purchase of services in the form of instructor fees from the Institute of Police Technology and Management, University of North Florida, 12000 Alumni Drive, Jacksonville, Florida for a term beginning January 1, 2014 to September 30, 2014 through State Contract A83050 in an amount not to exceed \$10,500.00. These services will be paid for through the State of New Jersey funded Comprehensive Highway Safety Taskforce Grant Number CP-14-08-01-12 awarded to the Gloucester County Prosecutor's Office. The course to be provided will be Human Factors in Traffic Crash Reconstruction, to be held at the Gloucester Police Academy, coordinated and hosted by the Gloucester County Prosecutor's Office. The courses will be attended by law enforcement personnel to increase the

percentage of Gloucester County Police Officers trained in crash investigations. This vendor and the courses have been approved by the grantor.

Old Business

New Business

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

Adjournment

**CLOSE OUT MINUTES**

12:00 Noon Wednesday, December 27, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular meeting minutes from December 4, 2013 and December 18, 2013 and closed session minutes from November 26, 2013.

December 4, 2013

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

Comments: N/A

December 18, 2013

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

Comments: N/A

November 26, 2013 – Closed Session

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

Comments: N/A

48030 Proclamation to Honor and Welcome home SPC Wendy M. Gittenger from her deployment in South Korea on Sunday, December 15, 2013 (Chila) (Previously Presented)

48031 Proclamation recognizing Les Vail and Frederick Keating recipients of the 38<sup>th</sup> Annual Garden State Council Boys Scouts of America Gloucester County Distinguished Citizen of the Year Award (Chila) (Previously Presented)

48032 Proclamation recognizing the Knights of Columbus at Holy Name Council #12503 (Wallace) (Previously Presented)

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

**OPEN**

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

Comments: N/A

**CLOSE**

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

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**48033 RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CONTRACT WITH BROWN AND CONNERY, LLP TO INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$60,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$220,000.00.**

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

Comments: N/A

**48034 RESOLUTION AUTHORIZING EXTENSION OF A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT PREVIOUSLY ENTERED INTO BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE SOUTH JERSEY PORT CORPORATION.**

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

Comments: N/A

**48035 RESOLUTION APPROVING PAULSBORO PORT PROJECT ACCESS ROAD AND BRIDGE PROJECT SUPPORT AGREEMENT BY AND BETWEEN THE COUNTY, THE SOUTH JERSEY PORT CORPORATION AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.**

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

Comments: N/A

**48036 RESOLUTION CREATING THE GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS ADVISORY COUNCIL AND APPOINTING MEMBERS FOR A TERM OF ONE YEAR.**

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**48037 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CONSULTING ENGINEER SERVICES (CES) FOR ENGINEERING DESIGN SERVICES FOR THE RESURFACING AND WIDENING OF HURFFVILLE-CROSS KEYS ROAD, COUNTY ROUTE 654, FROM FRIES MILL ROAD TO THE CROSS-KEYS BY-PASS, COUNTY ROUTE 689, WASHINGTON TOWNSHIP, FOR THE TOTAL AMOUNT OF \$59,727.92.**

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

Comments: N/A

**DEPARTMENT OF HEALTH &  
EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**48038 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 31 GRANT AND TO ACCEPT THE FUNDS IN THE AMOUNT OF \$12,985.00 FROM SEPTEMBER 1, 2013 TO JUNE 30, 2014.**

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

Comments: N/A

**48039 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2014 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00.**

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

Comments: N/A

**48040 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE 2014 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00.**

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

Comments: N/A

**48041 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2014 SOCIAL SERVICES HOMELESS GRANT, IN AMOUNT NOT TO EXCEED \$190,054.00.**

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

Comments: N/A

**48042 RESOLUTION AUTHORIZING ONE (1) YEAR EXTENSION TO AGREEMENTS WITH THE FOLLOWING AGENCIES: CATHOLIC CHARITIES, DIOCESE OF CAMDEN, CENTER FOR FAMILY SERVICES, INC., VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. AND GATEWAY COMMUNITY ACTION PARTNERSHIP, INC.**

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

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**48043 RESOLUTION AUTHORIZING THE PURCHASE OF DATA SOFTWARE FROM SOFTWARE HOUSE INTERNATIONAL (SHI) CORPORATION FOR THE GLOUCESTER COUNTY CLERK'S ELECTION OFFICE THROUGH STATE CONTRACT #A77560, IN THE TOTAL AMOUNT OF \$33,001.60.**

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

Comments: N/A

DEPARTMENT OF PARKS & LAND  
PRESERVATION

FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES

48044 RESOLUTION AUTHORIZING FILING OF GRANT APPLICATION WITH THE NATIONAL PARK SERVICE FOR THE BATTLEFIELD PROTECTION GRANT AND EXECUTION OF ALL RELATIVE DOCUMENTS.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Ken Defay of Sewell asked about Freeholder Chila's response regarding safety and the need to be more open.

CLOSE

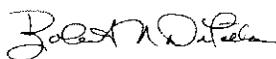
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

Adjournment 12:19 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

**RECOGNIZING GWENDOLYN JOYCE BROWN UPON HER RETIREMENT FROM  
WOODBURY CITY COUNCIL**

*WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. Gwendolyn Joyce Kennedy Brown's distinguished service of 18 years to the Gloucester County community began as the first African American woman appointed in 1995 and elected in 1996 as Councilwoman to the City of Woodbury where she served as chair of the Community Development Committee and served on the Economic Development Committee and the Green Acres Development Committee; and*

*WHEREAS, Mrs. Brown is a native of Woodbury, NJ. She is the eldest of five children born to the late Mr. and Mrs. Jadie and Rose Harris Barringer who demonstrated and instilled the principals of love, compassion and respect. Her heart's delight is her son, Cleatous W. Kennedy, his wife Robyn and their daughter, Nina; and*

*WHEREAS, Mrs. Brown is a graduate of Woodbury High School and the Camden County Institute of Technology. She is a Licensed Practical Nurse, a Certified Parent Educator and was employed by Gloucester County Department of Consumer Protection – Weights and Measures. Mrs. Brown is a member of Bethlehem Baptist Church in Woodbury and is active in many ministries. She is the pictorial historian for her family, church and community; and*

*WHEREAS, Mrs. Brown is the recipient of numerous awards and citations including the recipient of the Kappa Alpha Psi Fraternity, Inc. 2012 African American Women Achievers Award. Mrs. Brown was a member of the Gloucester County Board of Social Services, the Elliott G. Heard, Jr. Memorial Fund, NJ Contingent of National Black Caucus of Local Offices, GC NAACP and Minority Coalition of Gloucester County, Center City Neighborhood Watch, Neighborhood Preservation Program/Planning Council, Main Street Inc. and Friends & Family 2000, Anti-crime Task Force/Prosecutors Office, Minority Task Force/Woodbury Public Schools and Farmers Market Committee; and*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank DiMarco, Heather Simmons, and Adam J. Taliaferro, and do hereby recognize and honor Gwendolyn Joyce Kennedy Brown for her exceptional contributions.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6<sup>th</sup> day of January, 2014 .

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank DiMarco  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

ATTEST: \_\_\_\_\_, Robert N. DiLella, Clerk

**ORDINANCE TO AMEND THE SCHEDULE OF FEES  
FOR EMERGENCY MEDICAL SERVICES**

**WHEREAS**, the County of Gloucester has created a division of Emergency Medical Services through which it will provide basic life support emergency medical services; and

**WHEREAS**, by ordinance enacted on September 5, 2007, the County established a schedule of fees for transportation and related services in connection with such emergency medical services; and

**WHEREAS**, such Ordinance provided for the periodic review and, if necessary, adjustment of such fees; and

**WHEREAS**, at this time it is necessary and appropriate to establish a revised schedule of fees.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey as follows:

1. That there hereby is implemented a revised basic schedule of fees for services provided by the County of Gloucester through its Division of Emergency Medical Services as follows:

A. Basic Transport:	\$700.00
B. Additional Fee per Mile	
For Patient Transport:	\$17.00
C. Use of Cervical Collar:	\$35.00
D. Provision of Oxygen:	\$50.00
E. CPR Training	\$25.00
F. Safe Sitter Training	\$50.00
  
2. That all other provisions of the Ordinance shall remain in full force and effect as previously ordained and enacted.
  
3. That this Ordinance shall take effect upon passage and consistent with the procedures applicable to adoption and implementation of County ordinances.

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

Notice is hereby given that the foregoing Ordinance was introduced and passed on a first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders, held on the 22<sup>nd</sup> day of January, 2014, and will be considered for second reading and final passage at the next meeting of the Gloucester County Board of Chosen Freeholders, to be held on the 5<sup>th</sup> day of February, 2014 or as soon after as the matter can be reached, in the ceremonial courtroom of the Gloucester County Courthouse, located at 1 North Broad Street, Woodbury, New Jersey 08096, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to second reading a copy of this Ordinance shall be posted on the bulletin board in the Gloucester County Courthouse and copies shall be made available at the office of the Clerk of The Board of Chosen Freeholders in the Gloucester County Administration Building, located at 2 South Broad Street, Woodbury, New Jersey 08096 for the members of the general public who shall request copies.

In addition, this Ordinance shall be published in its entirety, or by title, or by title and summary in the County's official newspaper, which publication shall be made at least one week prior to the time fixed for the second reading and the final passage.

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. \_\_\_\_

---

**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH**

---

**BACKGROUND**

**WHEREAS**, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

**WHEREAS**, on July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY", as amended and supplemented to date (as amended and supplemented, the "General Bond Resolution"), pursuant to which the Authority, among other things, issued three series of its Bonds (as defined in the General Bond Resolution) consisting of: (i) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series A) in the aggregate principal amount of \$26,500,000 ("1992 Series A Bonds"); (ii) Federally Taxable County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series B) in the aggregate principal amount of \$2,665,000 ("1992 Series B Bonds"); and (iii) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series C) in the aggregate principal amount of \$7,600,000 ("1992 Series C Bonds" and together with the 1992 Series A Bonds and the 1992 Series B Bonds, the "1992 Bonds") to provide for, among other things, the refunding of all of the outstanding 1987 Bonds, 1988 Bonds and 1991 Bonds (each as defined in the General Bond Resolution) issued by the Authority pursuant to the Prior General Bond Resolution (as defined in the General Bond Resolution); and

**WHEREAS**, subsequent to the issuance of the 1992 Bonds, the Authority has issued multiple series of Additional Bonds (as defined in the General Bond Resolution) to finance, among other things, the expansion of and improvements to the Gloucester County Solid Waste Complex ("Complex"), located in the Township of South Harrison (collectively, the "Prior Bonds"); and

**WHEREAS**, punctual payment, when due, of the principal of and interest on the Prior Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on April 24, 1985, as amended and supplemented to date in connection with the issuance of each series of the Prior Bonds (as amended and supplemented, the "Original Guaranty Ordinance"); and

**WHEREAS**, the Authority desires to authorize the issuance of its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2014), in the aggregate principal amount of not-to-exceed \$6,500,000 ("2014 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009 AND FEBRUARY 16, 2012: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$6,500,000 OF THE AUTHORITY'S COUNTY GUARANTEED

SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Sixth Supplemental Resolution" and together with the General Bond Resolution, the "Bond Resolution"), to finance the acquisition, design, construction and equipping of new Cell 12 at the Complex to increase the waste disposal capacity of the Complex ("2014 Project"); and

**WHEREAS**, in order to induce the prospective purchasers of the 2014 Bonds to purchase the 2014 Bonds and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2014 Bonds as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:**

**Section 1.** This Guaranty Ordinance shall be adopted by the Board of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A.* 40A:2-1 *et seq.*) ("Local Bond Law").

**Section 2.** Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2014 Bonds in a total aggregate principal amount not-to-exceed \$6,500,000, which 2014 Bonds are to be issued for the purpose of financing the costs of the 2014 Project as defined and further described in the preambles hereof, such 2014 Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Sixth Supplemental Resolution authorizing the issuance of the 2014 Bonds and consistent with the provisions of the Act. Any Bonds which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Sixth Supplemental Resolution authorizing the issuance of the 2014 Bonds, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

**Section 3.** Upon the endorsement of the 2014 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2014 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2014 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

**Section 4.** The Freeholder-Director of the Board is hereby authorized and directed to execute on each of the 2014 Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the

County is unconditionally liable for the payment, when due, if not available from Revenues of The Gloucester County Improvement Authority, of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the County of Gloucester, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER, NEW JERSEY

By: \_\_\_\_\_  
Freeholder-Director".

**Section 5.** The Freeholder-Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Guaranty Ordinance as the Freeholder-Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the Clerk of the Board and Deputy Clerk of the Board are each authorized to attest to the signature of the Freeholder-Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

**Section 6.** It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2014 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$6,500,000, shall, after the issuance of such 2014 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2014 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2014 Bonds until the end of the fiscal year beginning next after the completion of the 2014 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2014 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2014 Bonds issued to finance the costs of the 2014 Project or as otherwise provided by law.

**Section 7.** The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2014 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2014 Project to be financed in accordance with the transaction contemplated hereby is, \$6,500,000.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$6,500,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2014 Bonds.

**Section 8.** The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer") are each hereby authorized and directed, to the extent necessary or desirable, to negotiate on behalf of the County with the Executive Director and/or the Acting Executive Director of the Authority and any designees thereof, the amount of all direct and indirect costs of the County arising from or relating to the issuance of this County Guaranty, including but not limited to the County Guaranty fee and counsel fees, to be charged by the County in such aggregate amount as the Authorized Officer deems appropriate.

**Section 9.** All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 10.** This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law and other applicable law; provided, however, that in no event shall this Guaranty Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A. 40A:5A-7*.

11

**RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6**

**WHEREAS**, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

**WHEREAS**, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

**WHEREAS**, the following modifications are being requested:

- Section 1.1, Terms and Acronyms: Corrected reference to NJ Department of Personnel to NJ Civil Service Commission
- Section 1.3, Manual Distribution and Revisions: Corrected link to electronic form of HR Manual
- Section 4.3, Payroll Deductions: Added Health Benefit Contribution to mandatory deductions list
- Section 4.4, Overtime and Comp Time: Revised in accordance with various collective bargaining agreements
- Section 5.1, Health Benefits: Corrected to reflect that eligible employees receive Rx benefits 60 days after date of hire
- Section 7.17, Social Media: Revised in accordance with evolving precedent
- Section 8.8, Defibrillators: Revised locations.

**WHEREAS**, the revisions to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

**WHEREAS**, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the above revisions to the Human Resources Manual and hereby directs the Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>1 - FUNDAMENTALS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>1 - TERMS AND ACRONYMS</b>	<b>REVISED: 1/22/14</b>

You will find a list of terms relative to the following topics in the respective chapters and sections:

- State Ethics Statute, see HR 1.5
- New Jersey Civil Service Commission, see HR 2.1
- Group Health Coverage continuation, see HR 2.7 Exhibit F
- Family Leave, see HR 6.11

Furthermore, below is a list of other terms and acronyms used throughout the Human Resources Manual:

Administration: the County Administrator, Deputy County Administrator or designee

ADA: Americans with Disabilities Act

AED: Automated External Defibrillator

Affirmative Action: Positive action undertaken with conviction and effort to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities and any other protected groups found to be under-utilized in the County's workforce or affected by County policies, procedures or practices having an adverse impact.

Appointing Authority: the Gloucester County Freeholder Director or designee, or the Row Officer (County Clerk, Sheriff, Surrogate) or their designee, as applicable

BAT: Breath Alcohol Technician

Benefits Administrator: This is a company which provides the administrative oversight of the County health benefits. At present, Connor Strong Companies provides this service to the County.

Board: the Gloucester County Board of Chosen Freeholders

Connor Strong Companies: the administrator of Gloucester County's group benefits.

CPR: Cardiopulmonary Resuscitation

CWA: Communication Workers of America

County of Gloucester  
Human Resources Manual

---

Department Head: the person in charge of a particular department

EAP: Employee Assistance Program

EEO: Equal Employment Opportunity

EEOC: Equal Employment Opportunity Commission

EBT: Evidential Breath Testing

FICA: Social Security tax

FHWA: Federal Highway Administration

FLSA: Fair Labor Standards Act

FMLA: Family Medical Leave Act

FOP: Fraternal Order of Police

FTA: Federal Transit Administration

FTP: File Transfer Protocol

Freeholder Liaison: the Freeholder assigned to a particular department

HIPPA: Federal Health Information Portability and Accountability Act

HR #.#: the Human Resources Manual by chapter and section

HSFS: Hazardous Substance Fact Sheets

HSL: Hazard Substance List

Manual: the Human Resources Manual

MRO: Medical Review Officer

MSDS: Material Safety Data Sheets

NJAC: New Jersey Administrative Code

NJDOP: New Jersey Department of Personnel AKA New Jersey Civil Service Commission

County of Gloucester  
Human Resources Manual

---

NJFLA: New Jersey Family Leave Act

NJSA: New Jersey Statutes Annotated

ODM: Office of Data Management

PBA: Police Benevolent Association

PEOSH HCS: Public Employees Occupational Safety and Health Hazards Communication Standard.

PERS: Public Employees' Retirement System

PFRS: Police and Firemen's Retirement System

PPE: Personal Protective Equipment

RTK: Right-To-Know

QPOS: Quality Point of Service

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>1 – FUNDAMENTALS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>3 - MANUAL DISTRIBUTION &amp; REVISIONS</b>	<b>REVISED: 1/22/14</b>

The Human Resources Manual is an internal management document for distribution to all departments. Each Department Head assigned a Manual is responsible for keeping and maintaining it. Whenever a Department Head leaves his/her position with the County, he/she should surrender the Manual to Administration. Manuals are assigned to and collected from Department Heads by Administration.

The Manual shall also be distributed to all employees by their respective Department Head. The employee may elect to receive revisions via e-mail. HR 1.3 Exhibit B titled "Employee Distribution Option" should be utilized by the department in determining the preferred method.

In addition, in order to ensure that the employee receives and understands the HR Manual and subsequent revisions, the Department Head will request employees to sign an acknowledgement statement, see HR 1.3 Exhibit C titled "Employee Acknowledgement Statement".

The Manual is also accessible on-line at the following address:

[www.co.gloucester.nj.us/depts/h/hr/resourcemanual/default.asp](http://www.co.gloucester.nj.us/depts/h/hr/resourcemanual/default.asp)

The written policies and procedures in the Manual will be revised by Administration whenever any changes in personnel policy or operations necessitate such action. Manuals will be reviewed annually for revisions to its contents. Revisions, if deemed appropriate, will be approved by the Board of Chosen Freeholders. Approved revisions will be distributed to all Department Heads, who are responsible for ensuring their Manual is up-to-date at all times and that revisions are communicated to the staff of their department.

Users of this Manual who encounter difficulty in administering or interpreting any policy or procedure in the Manual should submit to Administration, in writing, the nature of the difficulty, a proposed solution or revision, and, if necessary, a request to meet with Administration.

**County Administrator/Designee:**

Assigns and distributes the Manual to Department Heads, and when a Department Head leaves his/her position, collects the Manual.

County of Gloucester  
Human Resources Manual

---

Reviews the Manual on an on-going basis for revisions to its contents, including requests submitted by Department Heads.

Discusses solutions or possible revisions with the appropriate or affected staff.

Schedules an annual review of the Manual for possible revisions to its contents prior to the beginning of each new calendar year.

Prepares and presents revisions to the Board of Chosen Freeholders for approval.

Distributes additions and revisions, including instructions, to Department Heads, updates web page, and updates any existing Manuals which have not been assigned, but are reserved for future use.

Conducts an annual audit of each Department's Manual to ensure it is in good condition and up-to-date.

**Department Head/Designee:**

Ensures timely distribution of Manuals and revisions to all staff within their respective departments, documents such distribution with HR 1.3 Exhibit C for each employee, and maintains this record.

Secures, and maintains on file, an executed HR 1.3 Exhibit B for any employee seeking to receive the manual electronically.

Refers any questions or problems with the contents of the Manual to Administration using the form provided for this purpose, "Request for Review or Interpretation," (see HR 1.3, Exhibit A). Please note that this procedure asks that Department staff pursue questions and problems through the appropriate Departmental management channels.

Keeps the Manual assigned to him/her up-to-date at all times by immediately filing any revisions to the contents. The person completing the update to each Manual must complete the Filing of Updates page located in the last section of each Manual for this purpose.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>4 – COMPENSATION</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>3 – PAYROLL DEDUCTIONS</b>	<b>REVISED: 1/22/14</b>

Mandatory deductions from paychecks include:

- (1) Federal Income Tax
- (2) State Withholding Tax
- (3) Social Security (FICA)
- (4) Disability Insurance
- (4) Unemployment Compensation Insurance
- (5) Pension Deductions
- (6) Pension Loan Repayments, as applicable
- (7) Court-ordered Wage Garnishments or other deductions authorized by law
- (8) Health Benefit Contribution (as applicable)

Employee-authorized deductions may include:

- (1) PERS Contributory Insurance (mandatory for the first year of enrollment in the Pension System)
- (2) Union Dues and Representation Fees
- (3) U.S. Savings Bonds
- (4) Charitable Campaign Contributions
- (5) Credit Union
- (6) Deferred Compensation
- (7) Insurance Benefits, as applicable

County of Gloucester  
Human Resources Manual

---

(9) Short and Long Term Disability Income Program

(10) PERS Supplemental Annuity

(11) Other voluntary insurances

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>4 – COMPENSATION</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>4 – OVERTIME AND COMPENSATORY TIME</b>	<b>REVISED: 11/21/06</b>

Depending upon work needs, non-exempt employees may be scheduled to work overtime. Non-exempt employees working overtime will be paid in accordance with the appropriate negotiated agreements and the FLSA. Overtime may be paid in cash or compensatory time provided that all FLSA standards are met. Non-exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the respective Department Head or designee. Non-exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-union management employees of the County are not eligible for overtime pay. Such employees are to receive compensatory time for hours worked beyond the normal expectations of the job function and not the normal work day. Such time, when required by the Department Head, shall be documented as compensatory time. Compensatory time will accrue in one-hour increments, may be accumulated, and will be taken with approval from the Department Head.

Department Heads are not eligible for overtime pay and will not be awarded compensatory time per se. However, recognizing the excessive time demands of such a position, a reasonable amount of compensatory time may be granted to the Department Head with the approval of the full Board of Chosen Freeholders.

Employees shall be permitted to use compensatory time within a reasonable time after making the request provided such use does not unduly disrupt the operations of the agency. Every effort should be made by the employee to use earned compensatory time within the pay period that it was earned and no later than 60 days of accrual. Compensatory time shall not carryover into the next calendar year unless extreme circumstances warrant such action. Prior written approval to carry over compensatory time must be obtained in advance from the Human Resources Director.

**Department Head:**

Ensures that permanent records for compensatory time are established and maintained for each non-union management employee and sent to the County Treasurer's Office upon accrual.

Provides written approval for the accrual of compensatory time.

Makes certain that the usage of compensatory time is entered in the weekly payroll.

County of Gloucester  
Human Resources Manual

---

Seeks the approval of compensatory time carryover into the next calendar year from the Freeholder Liaison with notification to the County Administrator and the Human Resources Director.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>5 - EMPLOYEE BENEFITS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>1 - HEALTH BENEFITS</b>	<b>REVISED: 1/22/14</b>

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details). PLEASE NOTE: state statute specifically prohibits two members who are each enrolled in SHBP from covering each other. Therefore, an eligible individual may only enroll in the SHBP as an employee or retiree, or be covered as a dependent.

Currently, Conner Strong & Buckelew is the administrator for many of the County's health benefits. Employees may contact Conner Strong & Buckelew through the following mechanisms:

Conner Strong & Buckelew  
40 Lake Center Executive Park  
401 Route 73 North  
P.O. Box 989  
Marlton, NJ 08053  
Tel: 800-563-9929  
Fax: 856-685-2253  
[cssteam@connerstrong.com](mailto:cssteam@connerstrong.com)

In accordance with Chapter 78, P.L. 2011, effective June 28<sup>th</sup> 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA (collective negotiations agreement), *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

County of Gloucester  
Human Resources Manual

The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28<sup>th</sup>, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28<sup>th</sup>, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE  
(PERCENTAGE OF PREMIUM)\***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

County of Gloucester  
Human Resources Manual

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE  
(PERCENTAGE OF PREMIUM)\***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR  
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE  
(PERCENTAGE OF PREMIUM)\***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%

County of Gloucester  
Human Resources Manual

45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

### Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the NJ State Health Benefit plans according to the negotiated contracts.

All employees must select a plan or indicate that they wish no coverage (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and Prescription benefits and 60 days following the first of the month for Dental and BCS Vision Plan benefits.

Identification cards will be distributed from the insurance carriers. Dental and Vision use the group number only.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human Resources will in turn contact Conner Strong & Buckelew. Conner Strong & Buckelew will answer generic questions pertaining to retirement prior to being notified by Gloucester County Human Resources. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in October, with coverage effective January 1.

*The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 30 days to notify Human Resources and Conner Strong & Buckelew. If you or your dependent experiences a loss of coverage you must notify Human Resources within 60 days.*

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

### **Dental**

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong & Buckelew Companies.

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong & Buckelew.

*Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.*

### **Prescription**

Gloucester County provides prescription coverage for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. The plan is offered in accordance with State Health Plan Benefits.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by the prescription carrier prior to the effective date of coverage.

## **Vision**

The BCS Life Insurance Company vision plan benefit is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is offered to employees and their dependents. BCS will reimburse the covered person for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through Conner Strong & Buckelew.

*Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.*

## **Retirement Health Benefits**

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28<sup>th</sup>, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees with 20 or more years of service credit as of the effective date of Chapter 78 (June 28<sup>th</sup>, 2011) are also grandfathered at the current 1.5% contribution requirement, but must still attain 25 years of service credit prior to retirement to qualify for employer contributions toward post-retirement medical coverage.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

**Employee:**

All new, eligible employees:

Please note that you are not covered until you enroll in the SHBP. You must fill out a *Health Benefits Program Application* and provide all the information requested along with any required supporting documentation

Or

Elect no coverage (see HR 5.2).

Should notify Human Resources and Conner Strong & Buckelew of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N). Please note that if you do not enroll all eligible members of your family within 60 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so

Should contact Human Resources and Conner Strong & Buckelew as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

**Human Resources and Conner Strong & Buckelew:**

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Provides enrollment application and documentation to the State Health Benefit Plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>FUNDAMENTALS</b>				
	<b>ONE</b>			
Terms and Acronyms	1	1	03/07/06	01/22/14
Purpose of Manual	1	2	03/07/06	08/07/13
Manual Distribution and Revisions	1	3	03/07/06	01/22/14
Exhibit A - Request for Review or Interpretation			03/07/06	11/21/06
Exhibit B - Employee Distribution Options			12/15/10	
Exhibit C - Employee Acknowledgement			12/15/10	02/02/11
Management Responsibilities	1	4	03/07/06	
Code of Ethics	1	5	03/07/06	10/15/08
Equal Employment Opportunity	1	6	03/07/06	08/07/13
Exhibit B - Request for Reasonable Accommodation			11/21/06	
Contagious or Life Threatening Illness	1	7	03/07/12	
<b>RECRUITMENT AND PLACEMENT</b>				
	<b>TWO</b>			
NJDOP Definitions	2	1	03/07/06	08/07/13
Recruitment	2	2	03/07/06	08/07/13
Conflict of Interest/Nepotism	2	3	03/07/06	08/07/13
Interview Guidelines	2	4	03/07/06	04/04/07
Appointment to County Employment	2	5	03/07/06	08/07/13
Job Titles and Specifications	2	6	03/07/06	08/07/13
Orientation	2	7	03/07/06	08/07/13
Exhibit C - Orientation Checklist			03/07/06	08/07/13
Exhibit D - Statement of Confidentiality & Non Disclosure of Information			03/07/06	
Exhibit E - General Notice of COBRA Continuation Coverage Rights			03/07/06	07/08/09
Exhibit G - Recognition of Unions			03/07/06	04/04/07
Working Test Period	2	8	03/07/06	08/07/13
Bonding	2	9	03/07/06	
Volunteers and Internships	2	10	03/07/06	02/02/11
<b>CHANGES IN EMPLOYMENT &amp; SEPARATION FROM SERVICE</b>				
	<b>THREE</b>			
Transfers	3	1	03/07/06	08/07/13
Promotions	3	2	03/07/06	08/07/13
Classification and Reclassification	3	3	03/07/06	08/07/13
Layoffs	3	4	03/07/06	08/07/13
Exhibit H - Individual Notice of Layoff or Demotion			03/07/06	08/07/13
Exhibit I - General Notice of Layoff or Demotion			03/07/06	08/07/13
Resignation	3	5	03/07/06	08/07/13
Termination	3	6	03/07/06	08/07/13
Exhibit J - Guide to Termination for Cause			03/07/06	
Forfeiture of Public Office	3	7	03/07/06	
Retirement	3	8	03/07/06	12/21/11
Exit Interview	3	9	03/07/06	09/07/11
Exhibit F Termination Checklist			02/04/09	03/07/12
Exhibit L Exit Interview			02/04/09	03/24/10
Re-Employment	3	10	03/07/06	

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>COMPENSATION</b>				
<b>FOUR</b>				
Salary and Wages	4	1	03/07/06	11/21/06
Delivery of Pay	4	2	03/07/06	
Payroll Deductions	4	3	03/07/06	01/22/14
Overtime and Compensatory Time	4	4	03/07/06	01/22/14
<b>EMPLOYEE BENEFITS</b>				
<b>FIVE</b>				
Health Benefits	5	1	03/07/06	01/22/14
Exhibit N - Notice of Change in Medical Benefit or Waiver Status				11/26/13
Exhibit L - Children's Health Insurance Program Reauth Act 2009			07/08/09	11/04/09
Waiving Medical and/or Prescription Coverage	5	2	03/07/06	08/07/13
Exhibit O - Employee Medical/Prescription Benefit Waiver - REMOVED			03/07/06	08/07/13
Group Life Insurance	5	3	03/07/06	
Pension Plan	5	4	03/07/06	12/21/11
Educational Benefits	5	5	03/07/06	
Workers' Compensation	5	6	03/07/06	
Light Duty	5	7	03/07/06	04/04/07
Exhibit P - Light Duty Agreement			03/07/06	12/15/10
Unemployment Compensation	5	8	03/07/06	
Disability Benefits	5	9	03/07/06	
Employee Assistance Program	5	10	03/07/06	07/11/12
Disease Prevention	5	11	03/07/06	
Additional Optional Benefits	5	12	11/21/06	03/24/10
<b>LEAVE TIME</b>				
<b>SIX</b>				
Introduction to Leave Time	6	1	03/07/06	
Exhibit Q - Leave Request			03/07/06	03/07/12
Holidays	6	2	03/07/06	08/07/13
Vacation	6	3	03/07/06	11/20/07
Sick Leave	6	4	03/07/06	11/20/07
Exhibit K - Medical Release Form			04/04/07	02/02/11
Administrative Leave	6	5	03/07/06	11/20/07
Bereavement Leave	6	6	03/07/06	04/04/07
Military Leave	6	7	03/07/06	07/11/12
Convention Leave	6	8	03/07/06	
Jury Duty	6	9	03/07/06	
Disability Leave	6	10	03/07/06	
Unpaid Leave	6	11	03/07/06	07/11/12
Exhibit R - Family and Medical Leaves of Absence			03/07/06	12/21/11
Exhibit R-1 - Employee Rights and Responsibilities Under the FMLA			12/21/11	
Exhibit S - Family/Medical Leave Notification			03/07/06	03/24/10
Notice of Eligibility and Rights & Responsibilities			03/24/10	
Certification of Health Care Provider				
For Employee			03/24/10	
For Family Member			03/24/10	
Designation Notice			03/24/10	
Sick Leave Donation	6	12	03/07/06	02/20/08
Family Paid Leave	6	13	10/15/2008	07/08/09

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>CONDUCT AND PERFORMANCE</b>				
	<b>SEVEN</b>			
Performance Evaluation	7	1	03/07/06	
Exhibit T - Employee Performance Evaluation and Job Description Forms			03/07/06	05/21/08
Inappropriate Behavior	7	2	03/07/06	08/07/13
Discipline	7	3	03/07/06	08/07/13
Exhibit U - Disciplinary Memorandum			03/07/06	09/03/08
Hours of Work	7	4	03/07/06	
Absence and Tardiness	7	5	03/07/06	
Drugs and Alcohol	7	6	03/07/06	07/11/12
Exhibit M - Reasonable Suspicion Checklist			09/07/11	
Exhibit V - Commonly Abused Drugs			09/07/11	
Prohibition of Discrimination, Harassment or Hostile Environments	7	7	03/07/06	11/04/09
Exhibit F - Pre-Intake Questionnaire for Employment Complaints			11/04/09	12/21/11
Appearance	7	8	03/07/06	
Telephone Use, Visitors and Mail	7	9	03/07/06	02/02/11
Internet Use	7	10	03/07/06	11/21/06
Political Activity	7	11	03/07/06	
Confidentiality of Personnel Matters	7	12	03/07/06	
Animals	7	13	03/07/06	11/21/06
Dispute Resolution	7	14	03/07/06	
Grievances	7	15	03/07/06	
Conscientious Employee/Whistleblower Protection	7	16	03/07/12	
Exhibit A - Employee Complaint Form			03/07/12	
Social Networking/Media	7	17	01/22/14	
Workplace Violence	7	18	03/07/12	
<b>SAFETY AND SECURITY</b>				
	<b>EIGHT</b>			
Introduction	8	1	03/07/06	
Injury-on-the-Job	8	2	03/07/06	03/24/10
Exhibit Z - Report of Job Accident			11/21/06	11/26/13
Building Security	8	3	03/07/06	12/21/11
Incidents Involving County Property	8	4	03/07/06	11/21/06
Exhibit W - Notice of Accident Form			03/07/06	07/11/12
Handguns and Other Weapons	8	5	03/07/06	
Vehicle Safety	8	6	03/07/06	07/06/11
Right-to-Know/Hazard Communications	8	7	03/07/06	
Defibrillators	8	8	03/07/06	01/22/14

County of Gloucester  
Human Resources Manual

**TABLE OF CONTENTS**

Subject	Chapter	Section	Adopted	Revised
<b>GENERAL POLICIES</b>	<b>NINE</b>			
Personnel Records	9	1	03/07/06	10/05/11
Emergency Closings of County Offices	9	2	03/07/06	08/07/13
Vital Information	9	3	03/07/06	08/06/08
Exhibit X - Notice of Vital Information Change			03/07/06	12/21/11
Workspaces and Workplaces	9	4	03/07/06	11/21/06
Charitable Campaigns, Literature and Other Solicitations	9	5	03/07/06	
Emergency Service Volunteers	9	6	03/07/06	06/20/07
Outside Employment	9	7	03/07/06	05/04/11
County Property, Equipment and Supplies	9	8	03/07/06	
Use of County Vehicles	9	9	03/07/06	
Reimbursement for Expenses	9	10	03/07/06	11/21/06
Exhibit Y - Travel Request Form			03/07/06	02/20/08
Uniforms and Safety Equipment	9	11	03/07/06	
Union Membership and Fees	9	12	03/07/06	04/04/07
Strikes and Lockouts	9	13	03/07/06	
Indemnification	9	14	03/07/06	
Open Public Meeting Act Procedure Concerning Personnel Matters	9	15	03/07/12	
 Additional Resources				 08/07/13
Index				
Filing of Updates				

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/12</b>
	<b>17 – SOCIAL NETWORKING/MEDIA</b>	<b>REVISED: 1/22/14</b>
<b>SECTION:</b>		

This policy is intended to address issues related to an employee's use of "social networking" and "social media," to the extent that such use involves or affects the County's operations. The terms social networking and social media include but are not limited to Facebook, MySpace, YouTube, etc. and other electronic forms of communications, such as texting, instant messaging, Twitter, etc.

The County of Gloucester recognizes and respects the rights of employees to engage in their own personal activities while not working. This policy is intended to help employees engage in respectful, knowledgeable interaction in social media and also protect the privacy, confidentiality and interests of the County of Gloucester, employees, volunteers, contract staff, vendors, customers and residents with whom they have a work-based relationship. This policy is not intended to violate any speech or associational rights that are protected by the United States Constitution, the New Jersey State Constitution, or statutory provisions such as the Employer-Employee Relations Act and the Conscientious Employee Protection Act. For example, employees have a First Amendment right to speak as citizens on matters of public concern regarding County policies or officials, provided their speech does not disrupt County operations. In addition, employees have a right to discuss working conditions, grievances, and union representation, provided again that County operations are not disrupted.

### **GUIDELINES**

Employees' use of social media should be respectful to co-workers, volunteers, contract staff, vendors, customers, and residents with whom they have a work-based relationship.

The County of Gloucester's general policies prohibiting harassment, discrimination, and all other policies and procedures extend to all forms of communication, including social media.

The County recognizes its employees' right to express themselves as private citizens on social media sites with regard to matters of public concern. The use of social media to harass, threaten, libel or discriminate against employees, vendors, customers or residents with whom there is a work-based relationship will not be tolerated. Employees who believe they have been harassed or otherwise discriminated against by a co-worker via social media are encouraged to address such complaints to management.

Except in emergency situations or as part of their officially assigned or regular or permitted duties, employees while on duty are prohibited from taking, releasing or disclosing any photographs, pictures, digital images or audio recordings of any crime

County of Gloucester  
Human Resources Manual

---

scenes, traffic crashes, accident victims, arrestees, detainees, or the like with any personal analog or digital device, camera, imaging device, audio recorder or cellular telephone.

Employees should be aware that such photographs, images or recording taken with any personal device pursuant to this section may be considered evidence and are subject to applicable laws, code guideline or directive concerning storage release and disposal. Employees who have recorded any photographs, images or recordings with any personal device shall notify their supervisors as soon as practical. For the purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes.

Employees shall not provide links to any of the County of Gloucester's internal internet material in any non-work-related social media.

Employees shall not reference the County of Gloucester's provided e-mail accounts as a point of contact in any social media, unless so authorized.

An employee's use of social media is outside the scope of employment and is not a representation or authorized communication of any kind on behalf of the County of Gloucester, unless the employee has the approval of management to participate in social media on behalf of the County of Gloucester. In using social media in a non work-related setting, employees shall neither express or imply that they are: (1) speaking or acting on behalf of the County of Gloucester; or (2) representing or presenting the interests of the County of Gloucester.

The County of Gloucester requests and encourages all employees to bring work-related social media complaints to the Supervisor, Department Head, or County Administration in order to provide the County of Gloucester with a fair opportunity to address any such complaints or concerns.

Violations of this policy may subject an employee to disciplinary action up to and including termination of employment. Employees must recognize that they may be legally liable for postings they make in social media.

County of Gloucester  
Human Resources Manual

---

<b>CHAPTER:</b>	<b>8 – SAFETY AND SECURITY</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>8 – DEFIBRILLATORS</b>	<b>REVISED: 12/15/10</b>

The County wishes to encourage and support the need for automated external defibrillators as well promote the training needed to receive certification in their use for those Departments that wish to have an Automated External Defibrillator on their premises. Participating County locations are:

Veteran's Cemetary  
Scotland Run Park  
Golf Shop  
DREAM Park (Main Arena)  
DREAM Park (Maintenance Bldg.)  
DREAM Park (Boarding Stables)  
Shady Lane Complex (Child Dev)  
Shady Lane Complex (Nursing)  
Shady Lane Complex (B&G)  
Board of Elections  
Utilities Authority (Main Bldg.)  
Utilities Authority (Break Room)  
Improvement Authority  
Human Services  
GC Battlefield  
GC Jail  
GC Jail (Nurses Station)  
GC Jail (Nurses Station)  
Sheriffs office (Hunter St.)  
GC Court 2nd Floor (Hunter St.)  
GC Court 3rd Floor (Hunter St.)  
Sheriffs Dept. (Broad St.)  
GC Ceremonial Court  
Surrogate Court (Broad St.)  
GC Child Support (Delaware St.)  
GC Admin Bldg.  
GC Probation (Five Points)  
Atkinson Park  
Social Services (Front Office)

County of Gloucester  
Human Resources Manual

---

Social Services (Back Room)  
Health Dept.  
Public Works (Clayton)  
Greenwich Lake  
Hazmat Team  
GCERC (hallway)  
Board of Ed. (Shady Lane)

For participating employees, training to become certified in cardiopulmonary resuscitation and automated external defibrillators will be required. It is only those individuals who have received training that will be authorized to administer emergency care.

In event of any emergency the following procedures are recommended:

- Identify that an emergency situation exists.
- Call 911.
- Start Cardiopulmonary Resuscitation (CPR).
- Use an Automated External Defibrillator (AED).
- Transfer care to emergency medical staff.

### **Recognized Certifications**

This policy ensures that only those employees or emergency medical services providers with approved training and holding a current certificate will be authorized to use AED'S. According to New Jersey law (P.L. 1999, Chapter 34, 2A:62A 23-27), approved training is any nationally recognized training program, such as those offered by the American Red Cross or American Heart Association, as well as any other training program recognized by the New Jersey Department of Health and Senior Services.

### **Equipment Procurement and Maintenance**

Defibrillators may be ordered and purchased only after a prescription has been obtained from a licensed physician. The licensed physician shall be provided with a copy of this policy as required by law.

All automated external defibrillators and accessory equipment will be maintained according to manufacturer's instructions. They will be checked on a routine basis as recommended. After each use, the prescribing physician will be notified as required by law. Any replacement parts and/or supplies will be promptly ordered.

### **Good Samaritan Protection**

P.L. 1999, Chapter 34, C. 2A:62A-23 to 2A:62A-27 states that “any person or entity who, in good faith, acquires or provides a defibrillator, renders emergency care or treatment by the use of a defibrillator or supervises such care or treatment and, has complied with the requirements of the act, shall be immune from civil liability for any personal injury as a result of such care or treatment, or as a result of any [act or failure to act in providing or arranging further medical care] acts or omissions by the person or entity in providing, rendering or supervising the emergency care or treatment.” In addition, this immunity includes the prescribing licensed physician as well as the entity and/or person who provided the cardiopulmonary resuscitation and defibrillator training. Failure to use a defibrillator “shall not be considered gross negligence or willful or wonton misconduct”.

#### **Employee:**

Obtains certification prior to using an automated external defibrillator.

#### **Human Resources Department/designee (EMS):**

Ensures participating departments and employees are trained and certified.

Oversees equipment maintenance and routine checks in accordance with manufacturer standards.

**RESOLUTION ACKNOWLEDGING FIRST AMENDMENT AND SECOND AMENDMENT TO PORT ESSEX PROJECT SITE GROUND LEASE BETWEEN THE BOROUGH OF PAULSBORO AND SOUTH JERSEY PORT CORPORATION AND AUTHORIZING EXECUTION THEREOF BY THE COUNTY**

**WHEREAS**, on August 1, 2009, the Borough of Paulsboro and South Jersey Port Corporation (“The Parties”) entered into a Ground Lease for real property consisting of 45 acres, known as the Port Essex Project Site; and

**WHEREAS**, The First Amendment to said Lease on September 20, 2011 was made to include certain properties (approximately three acres) adjacent to the project site which were acquired by the Borough; and

**WHEREAS**, The Parties thereafter amended the original Lease and First Amendment by a Second Amendment dated August 30<sup>th</sup>, 2013 to include property previously owned by Conrail (approximately two acres) to be acquired by the Borough in fee title, to make said additional property subject to the same terms and conditions thereof.

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

1. That the County does hereby acknowledge the First and Second Amendments to the Port Essex Project Site Ground Lease between the Borough of Paulsboro and South Jersey Port Corporation.
2. That the Director of the Board or other designated County Official is hereby authorized and directed to execute the acknowledgment of, and the Clerk of the Board is authorized to attest to the execution of the acknowledgment of the First and Second Lease Agreements attached hereto.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A3

**RESOLUTION AUTHORIZING 2013 APPROPRIATION  
RESERVE BUDGET TRANSFERS**

**WHEREAS**, the County Treasurer has recommended the following 2013 appropriation reserve budget transfers in the total amount of \$1,972,630.00, as more particularly set forth herein; and

**WHEREAS**, the proposed 2013 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2013 appropriation reserve budget transfers:

**TRANSFER FROM**

Human Resources – S&W	24,000.00
Freeholder – S&W	15,000.00
County Clerk – S&W	20,000.00
County Clerk – OE	137,130.00
Purchasing – S&W	17,500.00
Information Technology – S&W	5,000.00
Economic Development – S&W	26,000.00
Economic Development – OE	6,000.00
Worker’s Compensation Insurance – OE	175,000.00
Medical Examiner – S&W	23,000.00
Prosecutor – S&W	26,000.00
Highway – S&W	81,000.00
Buildings & Grounds – S&W	33,000.00
Fleet Management – S&W	11,000.00
Education & Disability – S&W	16,000.00
Veterans Affairs – S&W	25,000.00
Animal Shelter – S&W	32,000.00
Parks & Recreation – S&W	27,000.00
Golf Course – S&W	37,000.00
Superintendent of Schools – S&W	11,000.00
Public Employees Retirement System	928,000.00
Social Security	92,000.00
Police & Fire Retirement System	<u>205,000.00</u>
	1,972,630.00

**TRANSFER TO**

Administration – S&W	15,000.00
Treasurer’s Office – S&W	13,500.00
County Counsel – S&W	36,500.00
Surrogate – S&W	3,200.00
Engineering – S&W	11,000.00
Construction Board of Appeals – S&W	700.00
Consumer Protection – S&W	1,300.00
Employee Group Insurance – OE	1,337,060.00
Liability Insurance – OE	100,000.00
Emergency Response – S&W	146,000.00
Sheriff – S&W	25,000.00
Corrections – S&W	187,500.00
Health Department – S&W	64,000.00
Senior Services – S&W	18,000.00
Juveniles in Need of Supervision – OE	4,170.00
Extension Services – S&W	<u>9,700.00</u>
	1,972,630.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A4

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF JANUARY 2014**

**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 January 13, 2014; 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 January 13, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending January 13, 2014, 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 January 13, 2014, 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, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A5

**RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF MICHAEL J. SILVANO, LLC FOR PROFESSIONAL BAIL FORFEITURE LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$35,000.00**

**WHEREAS**, there is a need by Gloucester County for professional bail forfeiture legal services and other legal services of a specialized nature; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Law Offices of Michael J. Silvano, LLC, with offices at 106 North Broad Street, Woodbury, NJ 08096, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$35,000.00 at the hourly rate of \$150.00; 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; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Law Offices of Michael J. Silvano, LLC, for the provision of professional bail forfeiture legal services and other legal services of a specialized nature from January 1, 2014 and concluding December 31, 2014, in an amount not to exceed \$35,000.00 at the hourly rate of \$150.00; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
LAW OFFICES OF MICHAEL J. SILVANO, LLC**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of January, 2014, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **LAW OFFICES OF MICHAEL J. SILVANO, LLC**, with offices at 106 North Broad Street, Woodbury, NJ 08096, (hereinafter referred to as "**Attorney**").

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional bail forfeiture legal services and other services of a specialized legal nature which may be requested from time to time; and

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

**WHEREAS**, Attorney 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2014 and concluding December 31, 2014.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$35,000.00 at an hourly rate of \$150.00, as per the RFP submitted by Attorney dated December 23, 2013.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #13-056 and Attorney's responsive proposal dated December 23, 2013, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-056, this contract shall prevail.

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

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP#13-056, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

**21. CONTRACT PARTS.** This Contract consists of this Contract document, RFP#13-056 issued by the County of Gloucester and Attorney's responsive proposal dated December 23, 2013. Should there occur a conflict between this form of contract and RFP#13-056 and the Attorney's responsive Proposal dated December 23, 2013, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#13-056 and the Attorney's responsive proposal dated December 23, 2013, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of January, 2014.

**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 Attorney 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**

**WITNESS:**

**LAW OFFICES OF MICHAEL J.  
SILVANIO, LLC**

\_\_\_\_\_  
**MICHAEL J. SILVANIO, ESQUIRE**

A6

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-013-056 Attorney for Bail Forfeitures – Michael J. Silvanio, LLC**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
<b>A. Technical Proposal contains all required information</b> All required documentation submitted.  ___ 5 ___ points	5
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> ___ 25 ___ points. Single Attorney with experience in Bail Forfeitures.	22
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  ___ 25 ___ points. AS our current provider for this service, Vendor has experience with this County and will monitor documentation provided by the County.	23
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> ___ 25 ___ points. Vendor indicates that he will negotiate all matters regarding bail forfeitures as well as review all mortgage foreclosure complaints.	21
<b>E. Reasonableness of Cost Proposal</b> ___ 20 ___ points. Cost for Attorney is 150.00 / hr. with no other fees listed.	20
<b>TOTALS</b>	<b>91</b>

A10

**RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC.  
FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY  
ASSESSMENT NOTIFICATION CARDS FOR APPROXIMATELY 110,983 PROPERTY  
OWNERS WITHIN GLOUCESTER COUNTY IN AN AMOUNT NOT TO EXCEED  
\$54,381.67**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the development, printing and first class mailing of property assessment notification cards to approximately 110,983 property owners within Gloucester County, as required under N.J.S.A. 54:4-38.1; and

**WHEREAS**, as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at a certified data center location; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Munidex, Inc. with corporate offices located at 174 Route 17 North Suite 202, Rochelle Park, New Jersey, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$54,381.67, as more specifically described in the bid specifications of PD-013-053; and

**WHEREAS**, bids were publicly received and opened on December 13, 2013; and

**WHEREAS**, this contract shall be for estimated units of services, on an as-needed basis, in an amount not to exceed \$54,381.67 from January 22, 2014 to March 31, 2014. The Contract is therefore, open-ended which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Munidex Inc., for the development, printing and first class mailing of property assessment notification cards, as required under N.J.S.A. 54:4-38.1, from January 22, 2014 to March 31, 2014, in an amount not to exceed \$54,381.67; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AL

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
MUNIDEX INC.**

**THIS CONTRACT** is made effective this 22nd day of January, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Munidex Inc.**, (a New Jersey Corporation) with offices at 174 Route 17 North, Rochelle Park, New Jersey 07662, New Jersey, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1 to approximately 110,983 property owners within Gloucester County, as set forth in PD-013-053, and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period January 22, 2014 to March 31, 2014.
2. **COMPENSATION**. Contract shall be for estimated units of service, for a minimum contract amount of Zero and a maximum contract amount of \$54,381.67.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2014 is conditioned upon the approval of the 2014 Gloucester County Budget.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-013-053, 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 should 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 of 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 Office setting for the 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, stat that all qualified applicants will received 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 place 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 PD-013-053, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

damages due the County from the Vendor is determined.

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor 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 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.

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

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

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

termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

20. **CONFIDENTIALITY**. Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-013-053, and the bidder's bid package, 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 bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 22nd day of January, 2014.

**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. DILELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**MUNIDEX, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**VINCENT BUONO, PRESIDENT**

A7

PD 013-053		Bid Opening 12/13/2013 10:00am	
SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING AND MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS FOR THE GLOUCESTER COUNTY OFFICE OF ASSESSMENT, CLAYTON, NJ 08312			
VENDOR: Munidex Inc. 174 Route 17 North Rochelle Park, NJ 07662 Vincent Buono 201 291-1000 201 291-8588 FAX			
ITEM	DESCRIPTION		LUMP SUM
1	Total Cost for Cards and Mailing (Including Postage) and Audit Report		
District	Municipalities Included:	Total Line Items	
1	Clayton	3,197	
2	Deptford	12,301	
3	East Greenwich	4,097	
4	Elk	2,203	
5	Franklin	7,947	
6	Glassboro	6,146	
7	Greenwich	2,146	
8	Harrison	4,652	
9	Logan	2,951	
10	Mantua	6,142	
11	Monroe	13,302	
12	National Park	1,241	
13	Newfield	767	
14	Paulsboro	2,299	
15	Pitman	3,212	
16	South Harrison	1,408	
17	Swedesboro	963	
18	Washington Twp	17,482	
19	Wenonah	853	
20	West Deptford	7,473	
21	Westville	1,605	
22	Woodbury City	3,338	
23	Woodbury Heights	1,285	
24	Woolwich Township	3,963	
	TOTAL	110,983	\$54,381.67
	Variations: (if any)		The above price is based on 110,983 postcards
	Will you extend your prices to local government entities within the County		
	Bid specifications sent to:		A.B. Data Ltd. Quest Mark Listco Direct Marketing
	Based upon the bids received, I recommend Munidex Inc. be awarded the contract, as the lowest responsive, responsible bidder.		Prime Vendor Small Business Service Center Graphicolor Corp. Premier Printing Solutions

17

**RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS, A DIVISION OF  
ARH, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP  
MAINTENANCE AND UPDATES FROM JANUARY 22, 2014 TO DECEMBER 31, 2014 IN  
AN AMOUNT NOT TO EXCEED \$285,869.91**

**WHEREAS**, there is a need by Gloucester County for professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment; and

**WHEREAS**, the County requested proposals (RFP #013-051) from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Civil Solutions – a Division of Adams, Rehmann & Heggan Associates, Inc., with offices at 150 South Second St., Hammonton, NJ 08037 made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, in an amount not to exceed \$285,869.91. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Civil Solutions – a Division of Adams Rehmann & Heggan Associates, Inc., for the provision of professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment from January 22, 2014 to December 31, 2014 in an amount not to exceed \$285,869.91; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CIVIL SOLUTIONS  
A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

**THIS CONTRACT** is made effective this 22nd day of January, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Civil Solutions – A Division of Adams, Rehmann & Heggan Associates, Inc.**, with offices at 150 South Second St. Hammonton, NJ 08037, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for tax map maintenance and upgrades; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be from January 22, 2014 to December 31, 2014.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 26, 2013, which was submitted in response to the County's Request for Proposal 013-051. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$285,869.91

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #013-051, and Vendor's responsive proposal dated November 26, 2013 which are incorporated in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-#013-051.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #013-051, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #013-051 issued by the County of Gloucester and Vendor's responsive proposal dated November 26, 2013. Should there occur a conflict between this form of Contract and RFP #013-051, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #013-051 and Vendor's responsive Proposal dated November 26, 2013, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 22<sup>nd</sup> day of January 2014.

**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. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CIVIL SOLUTIONS – A DIVISION OF ARH**

\_\_\_\_\_  
**RICHARD REHMANN, VICE PRESIDENT**

A8

# Collaboration CENTER

## RFP Submittal for Engineering Services for Tax Map Maintenance

MONROE TOWNSHIP COLLABORATION CENTER

Civil Solutions

MONROE CHANGE LISTING

Gloucester County

1st Date: 2011

2nd Date: 2011

3rd Date: 2011

4th Date: 2011

5th Date: 2011

6th Date: 2011

7th Date: 2011

8th Date: 2011

9th Date: 2011

10th Date: 2011

11th Date: 2011

12th Date: 2011

13th Date: 2011

14th Date: 2011

15th Date: 2011

16th Date: 2011

17th Date: 2011

18th Date: 2011

19th Date: 2011

20th Date: 2011

21st Date: 2011

22nd Date: 2011

23rd Date: 2011

24th Date: 2011

25th Date: 2011

26th Date: 2011

27th Date: 2011

28th Date: 2011

29th Date: 2011

30th Date: 2011

31st Date: 2011

32nd Date: 2011

33rd Date: 2011

34th Date: 2011

35th Date: 2011

36th Date: 2011

37th Date: 2011

38th Date: 2011

39th Date: 2011

40th Date: 2011

41st Date: 2011

42nd Date: 2011

43rd Date: 2011

44th Date: 2011

45th Date: 2011

46th Date: 2011

47th Date: 2011

48th Date: 2011

49th Date: 2011

50th Date: 2011

51st Date: 2011

52nd Date: 2011

53rd Date: 2011

54th Date: 2011

55th Date: 2011

56th Date: 2011

57th Date: 2011

58th Date: 2011

59th Date: 2011

60th Date: 2011

61st Date: 2011

62nd Date: 2011

63rd Date: 2011

64th Date: 2011

65th Date: 2011

66th Date: 2011

67th Date: 2011

68th Date: 2011

69th Date: 2011

70th Date: 2011

71st Date: 2011

72nd Date: 2011

73rd Date: 2011

74th Date: 2011

75th Date: 2011

76th Date: 2011

77th Date: 2011

78th Date: 2011

79th Date: 2011

80th Date: 2011

81st Date: 2011

82nd Date: 2011

83rd Date: 2011

84th Date: 2011

85th Date: 2011

86th Date: 2011

87th Date: 2011

88th Date: 2011

89th Date: 2011

90th Date: 2011

91st Date: 2011

92nd Date: 2011

93rd Date: 2011

94th Date: 2011

95th Date: 2011

96th Date: 2011

97th Date: 2011

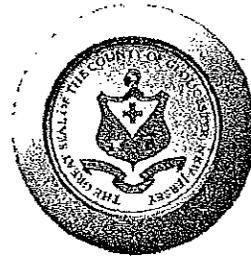
98th Date: 2011

99th Date: 2011

100th Date: 2011

RFP #013-051

for the:



County of Gloucester, NJ  
Office of Assessment

November 26, 2013

Prepared by:



**Civil Solutions**  
a division of *arh*

Civil Solutions, a division of ARH  
850 South White Horse Pike  
Hammonton, NJ 08037  
609.561.0482 ph  
609.704.8011 fax  
[www.civilsolutions.biz](http://www.civilsolutions.biz)

Gloucester County

Tax Map Viewer

Tax Map Viewer



## Section IV: Cost Proposal

Civil Solutions prides itself on providing our clients with a first rate product at a reasonable price. All too often in the GIS field, inferior products are offered in exchange for lower prices. Once the client realizes they are not receiving the product they actually need – even though it may look like it meets the minimum requirements of the RFP - they often have to pay more to fix the problem, have it redone or have to issue change orders to get what they originally wanted.

We have been facing this issue head on for many years. Our approach is simple – listen to the client, asks questions, understand their needs and clearly propose a practical solution addressing the full scope of the project's objectives. Thus, we are aware that competitors may offer lower cost proposals for a product that does not meet our quality or standards. It is in cases like these we are proud of our reputation and history of completing over 20 projects for Gloucester County on time and under budget and we have never requested a change order.

Our cost proposal is based on our knowledge, understanding and experience of the work involved in this project and providing the County all of the tools necessary to make this project a success. This year's RFP and associated scope of work is different than years past, and it presents a challenge in the pricing.

The proposed costing is based on the anticipated volume of work which can be subject to significant variability in time. The pricing that we present to the County is based on:

- four (4) years of map maintenance in Gloucester County
- 60 town cycles of map maintenance based on the fact that we have been maintaining 6 maps for 4 years, 6 more maps for 3 years, 6 more maps for 2 years and 6 more maps for 1 year
- close to 2,000 tax map change work orders executed for the County
- the fact we have never exceeded our proposed costs for any municipal Tax Map maintenance
- our level of experience with the State, their existing map review process and the evolving regulations related to digital tax mapping
- our direct experience getting Wenonah recertified, which we did as a test to verify the costing we are proposing for this cycle of work
- our knowledge that there are 25,027 properties in the County that are greater than or equal to 1 acre which will need verification

It is through our direct experience on your project and the highlights listed above that we present the pricing on the following page. While we feel the pricing is practical and justified (e.g., our maintenance rate has not changed in four (4) years) based on our experience, as your partner we want to make sure that you are comfortable with the scope and pricing. To that extent, we would be happy to meet with you to discuss the scope and pricing.

We would like to emphasize that our Tax Map maintenance pricing includes the GIS elements of work, including the use of the Collaboration Center and Tax Map Viewer, the updates to the County's Enterprise GIS and the updates to the County's GC Maps.



District	Taxing District	Projected Parcel Count 2% Growth	# of TM Plates	Tax Map Maintenance for Term of Contract (Total Not to Exceed Cost)	Resubmission to State (Total Not to Exceed Cost)	Acreeage Validation (Total Not to Exceed Cost)	Date of Stamp	Lots greater than 1 Ac
1	Clayton	3,555	30	\$4,265.64	\$0	\$1,179.50	9/20/2013	337
2	Deptford	13,603	103	\$16,323.26	\$0	\$3,696.00	10/29/2013	1,056
3	East Greenwich	4,246	55	\$5,095.51	\$3,575	\$3,808.00	9/7/2010	1,088
4	Elk	2,585	56	\$3,101.62	\$0	\$3,990.00	3/16/2012	1,140
5	Franklin	8,708	88	\$10,449.29	\$0	\$17,318.00	9/16/1986	4,948
6	Glassboro	9,181	80	\$11,017.22	\$5,200	\$1,732.50	10/15/2010	495
7	Greenwich	2,722	78	\$3,266.86	\$0	\$1,043.00	3/16/2012	298
8	Harrison	4,833	87	\$5,799.31	\$5,655	\$8,200.50	2/2/1999	2,343
9	Logan	3,042	43	\$3,649.97	\$0	\$2,499.00	5/1/2012	714
10	Mantua	6,694	77	\$8,033.11	\$5,005	\$4,214.00	7/12/2011	1,204
11	Montee	14,787	215	\$17,744.33	\$13,975	\$11,424.00	4/12/1995	3,264
12	National Park	2,480	11	\$2,975.54	\$0	\$4,665.50	2/1/2012	1,353
13	Newfield	950	14	\$1,139.54	\$0	\$864.50	11/11/2011	247
14	Paulsboro	2,590	17	\$3,107.74	\$0	\$1,568.00	1/4/2012	448
15	Pitman	3,461	22	\$4,153.03	\$0	\$371.00	1/11/2012	105
16	S. Harrison	1,410	40	\$1,691.57	\$2,600	\$4,266.50	8/12/2009	1,219
17	Swedesboro	1,079	10	\$1,294.99	\$0	\$931.00	9/26/2012	265
18	Washington	18,796	170	\$22,554.65	\$11,050	\$4,798.50	1/9/2003	1,371
19	Wenonah	1,031	11	\$1,237.46	\$0	\$273.00	5/28/2013	78
20	West Deptford	8,944	91	\$10,733.26	\$0	\$2,061.50	12/18/2012	589
21	Westville	1,838	13	\$2,205.65	\$0	\$1,375.50	11/13/2012	393
22	Woodbury City	3,949	61	\$4,739.33	\$0	\$413.00	9/23/2013	118
23	Woodbury Heights	1,449	15	\$1,739.30	\$0	\$472.50	10/16/2012	135
24	Woolwich	4,081	93	\$4,897.22	\$0	\$6,429.50	6/29/2012	1,837
<b>TOTALS</b>		<b>126,013</b>	<b>1,480</b>	<b>\$151,215.41</b>	<b>\$47,060.00</b>	<b>\$87,594.50</b>		<b>25,027</b>

Total Project Cost: \$285,869.91

A8

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-013-051 – Engineering for Tax Map Maintenance – Civil Solutions**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p>A. <b>Proposal contains all required checklist information</b>  <u>5</u> points  All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  Demonstrated adequate qualifications, experience and training for the personnel assigned  <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>C. <b><u>Relevance and Extent of Similar Engagements performed</u></b>  Exhibited very relevant similar engagements including Gloucester County, which it currently serves in this capacity.  <u>25</u> points</p>	<p style="text-align: center;">25</p>
<p>D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  The proposer demonstrated complete knowledge of the County's goals and objectives and communicated them effectively within the proposal. They are also the creator and maintainer of GC Maps as well as our current tax map maintenance tracking system.  <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>E. <b>Reasonableness of Cost Proposal</b>  Engineer 110.00, Surveyor 110.00, GISP 95.00, Tech I 65.00. Total costs per RFP is 155,674.26. State submission is 47,060 and Acreage is 87,594.50.  <u>20</u> points</p>	<p style="text-align: center;">14</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">92</p>

AB

**RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS PROPERTY, PER STATE CONTRACT #A83453, INDEX #T2581 ON A COMMISSION BASIS FOR THE CALENDAR YEAR 2014**

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

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

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AG

**RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2014**

**WHEREAS, N.J.S.A. 40A:11-12** permits the purchase of materials, supplies and equipment, through the State of New Jersey Cooperative Purchasing Program under any State of New Jersey (hereinafter the "State") Contracts entered into by the State's Division of Purchase and Property in the Department of the Treasury without the need for public bidding; and

**WHEREAS,** the County of Gloucester (hereinafter the "County") is such a contracting unit, so that is desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County of Gloucester, through State Contracts under the State's Cooperative Purchasing Program in accordance with N.J.S.A. 40A:11-12, and all other applicable statutes and regulations, for the year 2014.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A10

**RESOLUTION TO PURCHASE COMPUTER  
EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT #A70256  
IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE YEAR 2014**

**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 has a need to purchase computer hardware including, but not limited to PC replacement, printers, chipsets, processors, and operating systems which is and will be needed by various departments within the County of Gloucester for the year 2014; and

**WHEREAS,** it has been determined that the County of Gloucester can purchase the said computer equipment from DELL-SLG Sales, One Dell Way, Round Rock 8, Round Rock, Texas 78682, in an amount not to exceed \$500,000.00, through State Contract #A70256 for the year 2014; and

**WHEREAS,** the contract shall be for estimated units in an amount not to exceed \$500,000.00 and is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer equipment from DELL-SLG Sales in an amount not to exceed \$500,000.00, through State Contract #A70256 for the year 2014; 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 held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AN

**RESOLUTION TO PURCHASE HEWLETT PACKARD PRODUCTS THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A70262 FOR AN AMOUNT NOT TO EXCEED \$250,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

**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 Hewlett Packard products for all using departments throughout the County; and

**WHEREAS**, it has been determined that the County can purchase the said HP products from Hewlett Packard Direct, with offices at 10810 Farnam Drive, Omaha, NE 68154, for an amount not to exceed \$250,000.00 from January 1, 2014 to December 31, 2014, through WSCA State Contract #A70262; and

**WHEREAS**, the contract shall be for an estimated units of service, with an amount not to exceed \$250,000.00; therefore the contract is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase HP products for all using departments throughout the County from Hewlett Packard Direct for an amount not to exceed \$250,000.00 from January 1, 2014 to December 31, 2014, through WSCA State Contract #A70262; 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 held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A12

**RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE AGREEMENTS FOR THE YEAR 2014 FROM EDMUNDS & ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF \$35,254.00**

**WHEREAS**, N.J.S.A. 40A:11-5DD permits the purchase of materials, supplies and equipment maintenance without the need for public bidding; and

**WHEREAS**, in 2008 the County of Gloucester purchased a total financial application, including financial accounting, electronic requisitions, payroll and human resources from Edmunds and Associates, Inc., and it has been determined that the software maintenance agreements for the above application for the year 2014 for the total amount of \$35,254.00 and can be purchased directly from Edmunds & Associates, Inc., pursuant to N.J.S.A. 40A:11-5DD; and

**WHEREAS**, the Purchasing Agent has certified the availability of funds in the amount of \$35,254.00 pursuant to CAF#14-00106, which amount shall be charged against budget line item #4-01-20-140-001-20370.

**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 software maintenance agreements from Edmunds & Associates, Inc., through N.J.S.A. 40A:11-5DD for the total amount of \$35,254.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

A12

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
EDMUNDS AND ASSOCIATES, INC.**

**THIS CONTRACT** is made effective the 1st day of January, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EDMUNDS AND ASSOCIATES, INC.**, with offices at 301 A Tilton Road, Northfield, NJ 08225 hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the Software Maintenance of the County's installed Edmunds and Associates, Inc., Financial Application; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The contract shall be for the period of one year from January 1, 2014 through December 31, 2014.
2. **COMPENSATION.** Contract shall be for the total contract amount of \$35,254.00.

Vendor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

**3. DUTIES OF PARTIES.** The specific duties of the Parties shall be as set forth in the Vendor's Invoice #14-00198, which along with the terms and conditions attached thereto, is incorporated and made a part of this Contract. Should a conflict occur between this form of contract and Vendor's Invoice #14-00198, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's renewal 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. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

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

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

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

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this Contract document and Vendor's proposal to provide software maintenance/support as identified on Invoice #14-00198 and including any terms and conditions contained therein, and any specifications issued by the County. Should there occur a conflict between this form of contract and the specifications issued by the County and Vendor's proposal, identified as Invoice #14-00198, then this contract shall prevail.

**THIS CONTRACT** is effective as of the 1st day of January, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**EDMUNDS AND ASSOCIATES, INC.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

A13

Edmunds & Associates, Inc.  
301 A Tilton Road  
Northfield, NJ 08225

INVOICE #
14-00198

INVOICE DATE: 10/01/13  
DUE DATE: 01/06/14

Gloucester County Attn: Rosemary IT Department 115 Budd Boulevard Woodbury, NJ 08096
--

ATTN: Accounts Payable  
Thank you for your business!  
Please contact us at (609)645-7333  
with questions regarding this invoice.  
Visit us at [www.edmundsassoc.com](http://www.edmundsassoc.com)

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		2014 Software Maintenance		
1.0000	MHEAD	2014 Software Maintenance	0.0000	0.00
1.0000	MNJFN4	SS Financial Accounting	15,750.0000	15,750.00
1.0000	MNJER3	SS Electronic Requisitions	3,885.0000	3,885.00
1.0000	MNJPR3	SS Payroll III	8,269.0000	8,269.00
1.0000	MNJHR3	SS Human Resources	7,350.0000	7,350.00
		TOTAL DUE:		<u>\$ 35,254.00</u>

Simple. Effective. Solutions.

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

A13

Certificate of Availability of Funds

TREASURER'S NO. 14-00106p DATE 11/8/2014

# 4-01-20-140-001-20370

BUDGET NUMBER - CURRENT YR 2014 B OPER DEPARTMENT IT

AMOUNT OF CERTIFICATION 35,254.00 COUNTY COUNSEL Emmett PRIMAS

DESCRIPTION: Purchase of 2014 Software Maintenance to include Financial Accounting, Electronic Requisitions, Payroll and Human Resources.

VENDOR: Edmunds + Associates, INC

ADDRESS: 301A Tilton Road  
Northfield NJ 08225

William R. Jaffe  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-10-14

Freeholder Meeting  
1/22/14

113

**RESOLUTION TO PURCHASE POSTAGE AND POSTAGE SUPPLIES THROUGH  
STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO  
EXCEED \$146,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

**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 has a need for postage and postage supplies necessary to conduct the business of County government; and

**WHEREAS**, the County of Gloucester has determined it advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, in an amount not to exceed \$146,000.00, through State Contract #A75237 from January 1, 2014 through December 31, 2014; and

**WHEREAS**, the contract shall be for an estimated units of service, in an amount not to exceed \$146,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the County of Gloucester from Pitney Bowes in an amount not to exceed \$146,000.00, through State Contract #A75237 from January 1, 2014 to December 31, 2014.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A14

**RESOLUTION TO PURCHASE LENOVO PRODUCTS FROM CDW-G THROUGH LENOVO STATE CONTRACT #A70263 FOR AN AMOUNT NOT TO EXCEED \$100,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

**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 Hewlett Packard products for all using departments throughout the County; and

**WHEREAS**, it has been determined that the County can purchase the said HP products from CDW-G, with offices at 230 N. Milwaukee Avenue, Vernon Hills, IL 60061, for an amount not to exceed \$100,000.00 from January 1, 2014 to December 31, 2014, through Lenovo State Contract #A70263; and

**WHEREAS**, the contract shall be for an estimated units of service, with an amount not to exceed \$100,000.00; therefore the contract is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase HP products for all using departments throughout the County from CDW-G for an amount not to exceed \$100,000.00 from January 1, 2014 to December 31, 2014, through Lenovo State Contract #A70263; 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 held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A15

**RESOLUTION REORGANIZING THE ADMINISTRATIVE FUNCTIONS OF THE DEPARTMENT OF PARKS AND RECREATION AND THE DEPARTMENT OF BUILDINGS AND GROUNDS**

**WHEREAS**, N.J.S. 40:20-1 specifically provides that the property, finances and affairs of every County shall be managed, controlled and governed by the Board of Chosen Freeholders of that County and the executive and legislative powers of the County shall be vested in the Board of Chosen Freeholders; and

**WHEREAS**, N.J.S. 40:20-1.2 provides that the grant of powers under the statutory provisions dealing with the management of County affairs is intended to be as broad as is consistent as with the Constitution of the State of New Jersey and with general law relating to local government; and

**WHEREAS**, the grant of powers shall, by statute, be construed as liberally as possible in regard to the County's right to reorganize its structure, subject to the general mandate of performing services; and

**WHEREAS**, the Gloucester County Department of Parks and Recreation is responsible for the organization and development of the recreational environment within the County, to acquire and develop park land, and to schedule recreational programs and activities to benefit all residents; and

**WHEREAS**, the Gloucester County Department of Buildings and Grounds provides general services, maintenance, minor construction, etc. to all County department facilities, and procures and oversees contractual services relative to same, as well as administrative services for all major new construction or renovations to facilities, etc.; and

**WHEREAS**, for purposes of consistency and efficiency, reorganizing and merging the administrative functions of the Department of Parks and Recreation into the Department of Buildings and Grounds will better serve the needs of Gloucester County residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that it hereby reorganizes and merges the administrative functions of the Department of Parks and Recreation into the Department of Buildings and Grounds, and any necessary and appropriate modifications to the Gloucester County Administrative Code to reflect and accomplish said reorganization is hereby further authorized.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A16

**RESOLUTION PLACING THE COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM UNDER AND WITHIN THE GLOUCESTER  
COUNTY DIVISION OF PLANNING**

**WHEREAS**, from time to time it becomes essential for government to assess its operations and reorganize the resources of its departments to better serve the public; and

**WHEREAS**, the opportunity exists to reorganize certain functions of government to operate more efficiently and better serve the public; and

**WHEREAS**, by placing The Community Development Block Grant (CDBG) Program under and within the Gloucester County Division of Planning, Gloucester County can achieve certain efficiencies and benefits.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that The Community Development Block Grant (CDBG) Program is hereby placed under and within the Gloucester County Division of Planning, and any necessary and appropriate modifications to the Gloucester County Administrative Code to reflect and accomplish such placement are hereby further authorized.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B1

**RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$125,000.00 FROM MARCH 1, 2014 TO FEBRUARY 28, 2015**

**WHEREAS**, there exists a need for the County to contract for the services of a Medical Director relative to the Gloucester County Regional EMS program; and

**WHEREAS**, the County requested proposals, via RFP 013-050, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Cooper University Hospital Division of EMS/Disaster Medicine located at 1 Cooper Plaza, Camden, New Jersey 08103, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of services, in an amount not to exceed \$125,000.00; 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, and continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Cooper University Hospital Division of EMS/Disaster Medicine for the provision of services as Medical Director for the Gloucester County Regional EMS program, in an amount not to exceed \$125,000.00, from March 1, 2014 and concluding February 28, 2015; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2014 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

B1

**CONTRACT BETWEEN  
COOPER UNIVERSITY HOSPITAL,  
DIVISION OF EMS/DISASTER MEDICINE  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 22<sup>nd</sup> day of January, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE**, with offices at 1 Cooper Plaza, Camden, NJ 08103, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester for professional services as Medical Director for the Gloucester County Regional EMS Program; and

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

**WHEREAS**, 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. **TERM**. The term of the contract shall be for the period commencing March 1, 2014 and concluding February 28, 2015.

2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 4, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-050. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$125,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-013-050, and Vendor's responsive proposal, dated December 4, 2013, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-013-050.

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

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

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

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies 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.** 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.

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-013-050 issued by the County of Gloucester and Vendor's responsive proposal dated December 4, 2014. Should there occur a conflict between this form of Contract and RFP-013-050, then this Contract

shall prevail. Should there occur a conflict between this Contract or RFP-013-050, and the Vendor's proposal dated December 4, 2013, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 22<sup>nd</sup> day of January, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**COOPER UNIVERSITY HOSPITAL  
DIVISION OF EMS/DISASTER MEDICINE**

\_\_\_\_\_  
**By:  
Title:**

B1

**BASIS OF AWARD**

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

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

**RFP-013-050 GCEMS Medical Director – Cooper University Hospital.**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b> <b>5 points</b> All required documentation submitted</p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> <b>25 points</b> Significant amount of work being done by MICP supplemented by physicians. Over 10 board certified physicians to perform functions listed in the RFP.</p>	<p style="text-align: center;"><b>23</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> <b>25 points</b> Our current provider with experience in providing medical direction to all of our squads.</p>	<p style="text-align: center;"><b>23</b></p>
<p><b><u>D Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <b>25 points</b> Plan currently utilized by other agencies. Several functions currently accomplished w/in GCEMS. Plan very detailed to include supervision services.</p>	<p style="text-align: center;"><b>23</b></p>
<p><b>E. Reasonableness of Cost Proposal</b> <b>20 points</b> Flat rate of \$125,000 for work listed in the RFP. 10 hours of Physicians, 6 hours of field work, 2 hours for Admin clinic and 2-3 hours for chart care</p>	<p style="text-align: center;"><b>16</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>90</b></p>

B2

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO  
CONTRACT WITH AMBULANCE NETWORK, INC. TO DECREASE THE  
CONTRACT AMOUNT BY \$5,600.00**

**WHEREAS**, the County of Gloucester awarded a contract on June 12, 2013, per PD#013-013 to Ambulance Network, Inc. for the purchase of 4 2013 Dodge/Freightliner type III Sprinter Ambulances; and

**WHEREAS**, an amendment has become necessary due to the unavailability of the DriveCam system for each ambulance at the time the ambulances were delivered and a decrease in funds is necessary; and

**WHEREAS**, the contract will be decreased by \$5,600.00, resulting in a contract amount of \$542,856.00; and

**WHEREAS**, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, 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 an Amendment to the contract between the County and Ambulance Network, Inc. to decrease the maximum contract amount by \$5,600.00, resulting in a contract amount of \$542,856.00 and all other terms and provisions of the original contract shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

Ba

**AMENDMENT TO CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
AMBULANCE NETWORK, INC.**

**THIS** is an amendment to a contract entered into on the 12<sup>th</sup> day of June, 2013 (Per PD#013-013), by and between Ambulance Network, Inc. and the County.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

**The Contract is amended for a decrease of funds for the purchase of 4 (4) 2013 Dodge/Freightliner type III Sprinter Ambulances. At the time of delivery of the ambulances, the DriveCam unit was not available and the County elected to reassign existing DriveCam units to the 4 ambulances. This amendment will decrease the contract amount by \$5,600.00 (\$1,400.00 per ambulance), resulting in a total contract amount of \$542,856.00.**

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 22nd day of January, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**AMBULANCE NETWORK**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014**

**WHEREAS**, Virtua Health, Inc. with an address of 523 Fellowship Rd., Suite 270, Mt. Laurel, New Jersey 08054, is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

**WHEREAS**, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within Virtua Health, Inc. coverage area; and

**WHEREAS**, on occasion, the parties jointly provide prehospital emergency medical services (EMS) to patients, with Virtua Health, Inc. providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

**WHEREAS**, the parties established an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

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

**WHEREAS**, the parties agree to enter said contract for a one year period from January 1, 2014 to December 31, 2014 whereby it is agreed that Virtua Health shall pay the County of Gloucester the sum of \$409.60 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid.

**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 Joint Billing Agreement between the County of Gloucester and Virtua Health, Inc. for the joint provision and billing of their basic and advanced life support services for the period of one year from January 1, 2014 to December 31, 2014; and

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

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

---

---

**JOINT BILLING AGREEMENT  
FOR ALS – BLS SERVICES**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**VIRTUA HEALTH, INC.**

**Dated: January 22, 2014**

---

---

Prepared by: Anthony J. Fiola,  
Assistant Gloucester County Counsel

**THIS AGREEMENT**, made this 22<sup>th</sup> day of January, 2014, by and between Virtua Health, Inc, a New Jersey not-for- Profit Corporation (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

### **RECITALS**

**WHEREAS**, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas;

**WHEREAS**, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area;

**WHEREAS**, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation;

**WHEREAS**, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

- 1. Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.
- 2. Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:
  - a.** ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.
  - b.** For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable

procedures or protocols prior to ALS arrival at the scene.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

### **3. Qualifications.**

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

### **4. Consideration and Billing.**

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule, 42 CFR §414.601 *et seq.*, which is incorporated herein by reference, and in

Section 2(b) of this Agreement. The rate of pay shall be as follows:

\$409.60 per call for calls occurring during the period January 1, 2014, through December 31, 2014. This subsection is subject to the rate change provisions of Paragraph 4g.

ALS shall pay BLS a fee of \$74.50 for each patient who is covered by Medicaid insurance only.

- b.** The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.
- c.** For any emergency medical services jointly provided by ALS and BLS and billed jointly by ALS, BLS shall not submit claims or otherwise seek payment from any source.
- d.** For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.
- e.** ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.
- f.** For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.
- g.** Compensation is based on the Medicare/Medicaid allowable rate. Should this rate change by law during the course of this agreement, the compensation will be adjusted accordingly by administrative means as soon as practicable after such rate change. "By administrative means" means that an appropriate representative or agent of the party first discovering the rate change will contact an appropriate representative or agent of the other party, in writing or by e-mail, to advise of the rate change and compensation adjustment.

**5. Sharing of Information and Documentation and Respect of Privacy.** The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient

care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

**6. Compliance.** Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

**7. Term.** The term of this Agreement shall commence on the date above first written with a term of one year unless terminated by either party upon the occurrence of an Event of Default.

**8. Termination.** This Agreement may be terminated sooner on the first to occur of any of the following:

**a. Termination by Agreement.** In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

**b. Termination on Notice of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

**i.** If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care program.

**ii.** If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

**iii.** If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

**iv.** If ALS fails to pay BLS any amount owed within 30 days in

accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that ALS receives a copy of an invoice from BLS, including a copy sent by electronic means, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

d. **Notice of Termination.** Either party may terminate this Agreement for any reason whatsoever or no reason, upon Ninety (90) days advance written notice to the non-terminating party.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report or by electronic means); or (iii) upon receipt (if sent by hand delivery or courier service)

**ALS:**

Scott Kasper  
Virtua Health  
523 Fellowship Road  
Suite 270  
Mt. Laurel, NJ 08054

With a cc to:

Mary P Hugues, Esq.  
General Counsel  
Virtua Health, Inc.  
401 Route 73 North  
50 Lake Center Drive, Suite 403  
Marlton, NJ 08053

**BLS:**

Gerald White, Deputy Administrator County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096

**10. Insurance.**

- a. Automobile Liability Insurance.** Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than \$1 million per occurrence, \$3 million aggregated.
- b. Workers' Compensation Insurance.** Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.
- c. Commercial General Liability Insurance.** Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, on an occurrence basis.
- d. Proof of Insurance.** All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.
- e. Certificates of Insurance.** Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.
- f. Indemnification.** Each party agrees to indemnify and hold harmless the other and the officers, employees, and agents of the other party from all suits, actions, losses, damages, claims, or liability, including but not limited to all expenses of litigation, court costs, attorney's fees and expenses, and expert witness fees, arising out of its negligent acts or the negligent acts of its employees or agents in the performance of this Agreement.

**11. Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or

sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or-sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

**12. Entire Agreement.** This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

**13. Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

**14. Construction.** In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

**15. Complaints.** The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

**16. Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

**17. No Third Party Rights.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

**18. Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in and federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

**19. Further Assurances.** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

**20. Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

**21. Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

**22. Assignment.** No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

**23. Authorization of Agreement.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

**INTENDING TO BE LEGALLY BOUND,** the parties have executed this Agreement on the date first above written.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DILELLA, CLERK

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

VIRTUA HEALTH, INC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

B4

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN INSPIRA MEDICAL CENTER WOODBURY, INC., AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014**

**WHEREAS**, Inspira Medical Center Woodbury, Inc. (Inspira) with an address of 509 N. Broad Street, Woodbury, New Jersey 08096 is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

**WHEREAS**, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within Inspira coverage area; and

**WHEREAS**, on occasion, the parties jointly provide prehospital emergency medical services (EMS) to patients, with Inspira providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

**WHEREAS**, the parties intend to establish an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

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

**WHEREAS**, the parties agree to enter said contract for a one year period, from January 1, 2014 to December 31, 2014, whereby it is agreed that Inspira Medical Center Woodbury, Inc. shall pay the County of Gloucester the sum of \$409.60 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid.

**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 Joint Billing Agreement between the County of Gloucester and Inspira Medical Center Woodbury, Inc. for the joint provision and billing of their basic and advanced life support services for a one year period from January 1, 2014 to December 31, 2014; and

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

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B4

---

---

**JOINT BILLING AGREEMENT  
FOR ALS – BLS SERVICES**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**INSPIRA MEDICAL CENTER WOODBURY, INC.**

**Dated: January 22, 2014**

---

---

Prepared by: Anthony J. Fiola,  
Assistant Gloucester County Counsel

**THIS AGREEMENT**, made this 22<sup>nd</sup> day of January, 2014, by and between Inspira Medical Center Woodbury, Inc., (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

### **RECITALS**

**WHEREAS**, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas;

**WHEREAS**, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area;

**WHEREAS**, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation;

**WHEREAS**, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

- 1. Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.
- 2. Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:
  - a.** ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.
  - b.** For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable procedures or protocols prior to ALS arrival at the scene.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

**3. Qualifications.**

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

**4. Consideration and Billing.**

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule, 42 CFR §414.601 *et seq.*, which is incorporated herein by reference, and in Section 2(b) of this Agreement. The rate of pay shall be as follows:

\$409.60 per call for calls occurring during the period January 1, 2014, to December 31, 2014. This subsection is subject to the rate change provisions of Paragraph 4g.

2. ALS shall pay BLS a fee of \$74.50 for each patient who is covered by Medicaid insurance only.

b. The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.

c. For any emergency medical services jointly provided by ALS and BLS and billed jointly by ALS, BLS shall not submit claims or otherwise seek payment from any source.

d. For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.

e. ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.

f. For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

g. Compensation is based on the Medicare/Medicaid allowable rate. Should this rate change by law during the course of this agreement, the compensation will be adjusted accordingly by administrative means as soon as practicable after such rate change. "By administrative means" means that an appropriate representative or agent of the party first discovering the rate change will contact an appropriate representative or agent of the other party, in writing or by e-mail, to advise of the rate change and compensation adjustment.

h. In the event that ALS is subject to any investigation, audited, or to any pre or post payment review including, but limited to reviews initiated by any state or federal agency, the Fiscal Intermediary ("FI"), Medicare Administrative Contractor ("MAC"), a Zone Program Integrity Contractor ("ZPIC"), a Program Safeguard Contractor ("PSC"), a Recovery Audit Contractor ("RAC"), or any other CMS/HHS/OIG contractor, BLS shall assist in providing any necessary documentation or information as requested by the investigation entity.

i. In the event that ALS is found to have received an overpayment, and is required to refund money to Medicare or where offset is initiated (by Medicare to recover past overpayments), BLS shall repay to ALS any amounts received by BLS on those claims for which payment was recouped or refunded.

j. In the event that Medicare denies coverage of services for which BLS has already been paid by ALS, ALS provider reserves the right to recoup such payment

from BLS. ALS will supply BLS with a copy of the appropriate bill and the denial notice within thirty (30) days of receipt of such denial notice. BLS shall reimburse ALS for denied services within thirty (30) days of receipt of the denial notice from ALS.

k. In the event that Medicare denies coverage (in either a pre or post payment situation), and ALS elects to pursue appeals, BLS shall comply with any and all document requests from ALS to enable ALS to pursue such appeals.

**5. Sharing of Information and Documentation and Respect of Privacy.** The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

**6. Compliance.** Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

**7. Term.** The term of this Agreement shall commence on the date above first written with a term of one year unless terminated by either party upon the occurrence of an Event of Default.

**8. Termination.** This Agreement may be terminated sooner on the first to occur of any of the following:

a. **Termination by Agreement.** In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

b. **Termination on Notice of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

i. If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care

program.

ii. If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

iii. If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

iv. If ALS fails to pay BLS any amount owed within 30 days in accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that BLS sends a copy of its invoice to ALS, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service)

**ALS:**

Paul M. Lambrecht, FACHE, Vice President  
Inspira Medical Center Woodbury, Inc.  
509 North Broad Street Woodbury, NJ 08096

**BLS:**

Gerald White, Deputy Administrator County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096

**10. Insurance.**

- a. Automobile Liability Insurance.** Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than \$1 million per occurrence, \$3 million aggregated.
- b. Workers' Compensation Insurance.** Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.
- c. Commercial General Liability Insurance.** Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, on an occurrence basis.
- d. Proof of Insurance.** All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.
- e. Certificates of Insurance.** Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.
- f. Indemnification.** Each party agrees to indemnify and hold harmless the other and the officers, employees, and agents of the other party from all suits, actions, losses, damages, claims, or liability, including but not limited to all expenses of litigation, court costs, attorney's fees and expenses, and expert witness fees, arising out of its negligent acts or the negligent acts of its employees or agents in the performance of this Agreement.

**11. Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or-sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

**12. Entire Agreement.** This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or

oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

**13. Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

**14. Construction.** In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

**15. Complaints.** The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

**16. Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

**17. No Third Party Rights.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

**18. Further Assurances.** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

**19. Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

**20. Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

**21. Assignment.** No assignment or transfer of this Agreement by either party, in

whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

**22. Authorization of Agreement.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement on the date first above written.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DILELLA, CLERK

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

INSPIRA MEDICAL CENTER WOODBURY,  
INC.

\_\_\_\_\_  
EILEEN K. CARDILE, RN, MS, CNA  
PRESIDENT & CHIEF EXECUTIVE OFFICER

65

**RESOLUTION AUTHORIZING CONTRACT WITH COOPER NOTIFICATION, INC.,  
FOR SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM  
(GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00  
FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

**WHEREAS**, the County of Gloucester has a need to continue computer software and support services for the Roam Secure alert system (Gloucester Alert), a text messaging system capable of sending 18,000 text messages per minute during an emergency; and

**WHEREAS**, the Gloucester County Office of Emergency Response has recommended that said services be provided by Cooper Notification, Inc., with offices at 103 West Broad Street, Suite 500, Falls Church, Virginia 22046, for the total contract amount of \$35,000.00, from January 1, 2014 to December 31, 2014, with the option to extend for two (2) one (1) year terms; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$35,000.00, pursuant to CAF # 14-00300, which amount shall be charged against budget line item #4-01-25-250-001-20370; and

**WHEREAS**, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract was awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the 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 contract between the County of Gloucester and Cooper Notification, Inc., for a total contract amount of \$35,000.00, beginning January 1, 2014 to December 31, 2014, with the option to extend for two (2) one (1) year terms.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B5

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COOPER NOTIFICATION, INC.**

**THIS CONTRACT** is made effective the 22<sup>nd</sup> day of January, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER NOTIFICATION, INC.**, with offices at 103 West Broad Street, Suite 500, Falls Church, Virginia 22046, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for continuing software and support services for the Roam Secure Alert System, which is utilized by the County's Office of Emergency Response; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The contract shall be for the period of one year, from January 1, 2014 to December 31, 2014, with the option to extend for two (2) one (1) year terms.
2. **COMPENSATION.** Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$35,000.00.

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

in line for prompt payment.

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

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

**3. DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Cooper Notification Renewal Quote*, dated October 17, 2013, which is attached hereto and made a part of this Contract.

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

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

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

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

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

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

in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

D. Notwithstanding the above, the Vendor or subcontractor, where applicable,

shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall,

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

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

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

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

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

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

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

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

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

approval of the County.

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

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

**THIS CONTRACT** is effective as of the 22<sup>nd</sup> day of January, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**COOPER NOTIFICATION, INC.**

\_\_\_\_\_  
By:  
Title:

**ATTACHMENT A**

B5

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

Certificate of Availability of Funds

TREASURER'S NO. 14-00300 DATE 1-17-14

4-01-25-250-001-20370

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

AMOUNT OF CERTIFICATION 35,000 COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION:

VENDOR: Cooper Notification, Inc.

ADDRESS: 103 W. Broad Street, Suite 500  
Falls Church, VA 22046

JL But

DEPARTMENT HEAD APPROVAL

APPROVED JL But  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-17-14

C1

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH  
THE WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNERS AS  
REQUIRED BY THE WORKFORCE INVESTMENT ACT OF AUGUST 1998**

**WHEREAS**, the Governor of the State of New Jersey has designated the County of Gloucester, hereinafter referred to as "County", a local workforce investment area in compliance with the Workforce Investment Act of August 1998, hereinafter referred to as the "ACT"; and

**WHEREAS**, The County of Gloucester, a designated workforce area, has a need to create and maintain a One-Stop Career Center delivery system that enhances the range and quality of workforce development services; and

**WHEREAS**, the One-Stop Career Center delivery system comprises partner entities responsible for administering separate workforce development, educational and other funding streams for human resource programs; and

**WHEREAS**, the ACT requires that the WIB and its partners enter into an agreement that sets forth the respective roles and responsibilities of each party as partners in the delivery of workforce development services offered in the local workforce investment area; and

**WHEREAS**, the WIB and the Partners are willing to work in partnership to foster the implementation of the ACT, its regulations and guidelines, as mandated by the ACT; and

**WHEREAS**, each party involved will be responsible for specific duties outlined in their respective Agreements; and

**WHEREAS**, it is understood that this Agreement shall in no way be interpreted as a legal partnership or legal joint venture between the parties. No party hereto will make representations to outside parties that a legal partnership exists or that any other party is responsible for the debts or defaults of another. In addition, the memorandum of understanding, in total or in part, in no way supercedes any partner's authorizing legislation or regulations.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Memorandum of Understanding with the Workforce Investment Board and the One Stop Partners as required by the Workforce Investment Act of August 1998.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

u

**MEMORANDUM OF UNDERSTANDING  
BETWEEN GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD AND  
GLOUCESTER COUNTY ONE STOP SYSTEM PARTNERS**

**1. PARTIES**

This Memorandum of Understanding (MOU) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the **Gloucester** County Workforce Investment Board (**GCWIB**) and the individual required workforce system Management Team Partners (MTP).

The purpose of this agreement is to establish the respective roles, responsibilities, financial and institutional commitment of each entity in the development and operation of a One-Stop workforce service delivery system pursuant to the provisions of Chapter 3, section 121 (c) (2) of Title I of the Workforce Investment Act of 1998. It is understood that the development, implementation and continuation of this system will require mutual trust and teamwork among the agencies, all working together as partners to accomplish the shared driven goals. As such, this agreement is entered into in a spirit of cooperation.

**GCWIB** will enhance the quality of life for the residents of **Gloucester** County by supporting the development and retention of a world class workforce.

To bring the above vision to fruition, the parties have agreed to establish joint processes, procedures, and to coordinate and deliver resources and services. This effort will enable MTP to create an integrated, seamless and comprehensive service delivery system that offers an array of education, human services, job training, placement and other workforce development and/or supportive services to both job seekers and businesses.

**2. WIB RESPONSIBILITIES**

The Board shall be responsible for overall policymaking, planning, oversight and program systems evaluation for the One-Stop service delivery area in **Gloucester** County.

**3. MANAGEMENT**

- i. In accordance with Section 121 (d) (2) (A) (ii) of the Workforce Investment Act of 1998, a partnership was formed between the NJ State Unemployment Insurance, the NJ State Employment Service, the NJ State Division of Vocational Rehabilitation Office. The One Stop Operator has been selected to be the Team Leader/One-Stop Operator for the **Gloucester** County workforce investment system.
- ii. The One-Stop Operator shall be responsible for coordinating workforce system activities resulting in effective community partnerships, which expand and enhance the workforce system while achieving a high level of customer satisfaction and systems performance goals.

4. **MANAGEMENT TEAM PARTNER RESPONSIBILITIES**

- I. All (MTP) will participate in the continuous development of the One-Stop Career Center policies, procedures, and operational agreement.
- II. The (MTP) agree to cooperate in a team approach to serving and achieving the performance standards, service goals and uphold the Bill of Rights.
- III. The **GCWIB**, (MTP), Operator and Fiscal Agent agree to acknowledge each other's organizational practices, management structure and regulatory requirements in the provision of the services under this agreement.
- IV. The partners shall be responsible for marketing programs of the One- Stop Career Center within the community.
- V. The (MTP) agree to provide reports and information, and to attend meeting upon request of the **GCWIB** and/or its standing and ad hoc committees.
- VI. The (MTP) shall meet regularly to review and improve workflow, policies, procedures, referrals and delivery of employment and training services.

5. **ROLE AND RESPONSIBILITIES OF WIB PARTNERS**

- I. All partners agree to endorse and abide by the Mission and Credo of the One-Stop system as follows:
- II. Each partner will operate in accordance with the regulatory governmental laws (County, State or Federal), the respective regulations, statutes, eligibility policies, procedures and directives of its grantor agency (ies) and funding sources, including the (WIA), Workforce Development Program (WDP), Personal Responsibility Act (TANF/GA/FS).
- III. Functions or separateness mandated by Federal or State law, rules and regulations will not be violated or abridged in the pursuit of co-location of (MTP).
- IV. (MTP) shall be responsible for the overall One Stop system operations and performance. Guidelines and protocol for use of the informational release form shall be developed on an on-going basis, reviewed and continuously monitored to ensure compliance.
- V. Each partner agrees to respect and comply with each agency's policies regarding confidentiality.
- VI. One-Stop System Partners will encourage co-location of staff in the One-Stop Career Centers as may be feasible and negotiated.
- VII. In order to offer the best possible services, all partners will participate in a regular and on-going process of program review and continuous improvement and customer satisfaction seeking opportunities for further integration and expansion of services.

Partners will agree to participate in an ongoing, thorough and comprehensive systems review and process mapping in order to alleviate duplication, unnecessary delay, overlap, and identify gaps in services.

- VIII. (MTP) will provide or allow cross-informational training of appropriate staff to ensure staff awareness of each agency's mission, terminology, and eligibility criteria. This will ensure that customers have access to all Workforce programs for which they are eligible.
- IX. (MTP) agree to utilize an information sharing intake, referral and participant tracking system when feasible that shall be used by the One-Stop service delivery system subject to confidentiality constraints. The referral process will be reciprocal. (MTP) will retain the right to accept or reject referrals based upon agency eligibility criteria or financial limitations.
- X. (MTP) will identify a liaison to be contacted when key issues arise and to be the recipient of inter-agency referrals.
- XI. (MTP) will jointly share technology and information, including testing scores, assessments, and progress notes.
- XII. Each Partner agency will cooperate to ensure that the service plans, placements and terminations for mutually served are coordinated.
- XIII. Performance data indicators of Eligible Training Provider List (ETPL) workforce training vendors will be shared with (MTP) agencies that seek training services for clients.
- XIV. (MTP) agree to regularly convene to address the needs of our employers and the business community.
- XV. (MTP) will ensure agency business practices are followed in the provision of services under this agreement.

6. **ROLES AND RESPONSIBILITIES OF THE ONE-STOP OPERATOR(OSO)**

The (OSO) is responsible for leading the implementation of the GCWIB vision for its One-Stop System. The One-Stop Operator is responsible for the following.

*MANAGEMENT TEAM PARTNER COORDINATION*

- I. The (OSO) will serve as the primary communication link between the (MTP) and the WIB. Convene (MTP) to discuss pertinent issues and for the purpose of co-management of the One-Stop Career Center.

*SUPPORTING WIB EFFORTS AND INITIATIVES*

- II. The (OSO) works with the (MTP) to meet performance requirements and to implement the workforce investment vision of the WIB.

*PERFORMANCE MANAGEMENT*

- III. The (OSO) manages the accurate and timely flow of data systems that track, project and evaluate One-Stop services; analyzes performance and prepares reports; provides the **GCWIB** with key information on the performance and with corrective action plans when necessary.

*ONE-STOP OPERATIONAL PLANNING AND DEVELOPMENT*

- IV. The (OSO) works with (MTP) to develop and implement a menu of appropriate, non-duplicative services.

*CONTRACT ADMINISTRATION*

- V. The (OSO) coordinates the procurement and purchasing process with the Workforce Investment Board and the Grant Recipient's Fiscal Agent. Staff of the Workforce Investment Board drafts Requests for Proposals with input from the OSO. Staff of the Workforce Investment Board and the OSO ensure fiscal compliance and provide technical assistance to contractors to ensure their success.

*ONE-STOP OPERATIONS MANAGEMENT AND OVERSIGHT*

- VI. The (OSO) monitors services to ensure that they comply with WIB standards and the One-Stop Career Center policies and Procedures manual and related County, Federal and State regulations. The (OSO) also provides guidance to (MTP) and staff; and coordinates day-to-day operations of the One-Stop Career Center. WIB Staff and accountant, with input from the OSO and the GCWIB's Resource Analysis/Performance Management Committee are responsible for the development of the Annual Master Budget for review and approval by the full WIB membership.

*EMPLOYER AND COMMUNITY OUTREACH*

- VII. The (OSO) collaborates with the **GCWIB** and (MTP) to identify workforce strategies that address the needs of our local employers and community.

*MANAGEMENT TEAM PARTNER CONFLICT/DISPUTE RESOLUTION PROCESS*

- VIII. The (OSO) will act as a facilitator to (MTP) to resolve program and process coordination issues, using best efforts to resolve these issues on an informal basis. In the event the (MTP) are unable to reach a consensus, the (OSO) will consult with the Department of Labor and Workforce Development Assistant Director of One-Stop Programs and/or the WIB Director for direction.

*STAFF DEVELOPMENT*

- IX. The One-Stop Operator will identify and coordinate common staff development activities with input from the (MTP).

*MOU ENFORCEMENT*

- X. The One-Stop Operator will ensure that (MTP) fulfill their commitments articulated in the MOU, Resource Sharing Agreement and other guiding documents.

## **7. Services**

(MTP) will provide a multitude of services in the following areas, a) Core, b) Intensive, c) Training/work activities, and d). Employer Services, as identified in the attached resource sharing agreement/matrix. All (MTP) agree to provide, to the extent feasible, core services at their respective sites. Ideally a client should go through at least one core service before being eligible for a referral to intensive services and receive at least one (1) intensive service prior to training services.

## **8. Conflict/Dispute Resolution**

It is expected that the partnership will function by consensus. In instances where consensus cannot be reached, the parties shall first attempt to resolve disputes informally. When necessary the (OSO) and other parties as appropriate will mediate to resolve the dispute. If the matter cannot be resolved then it shall be referred to the **GCWIB** Executive Director and at the Executive Director's discretion it may be taken to the **GCWIB** Executive Committee for resolve.

## **9. Resource Sharing/Cost Allocation/Services**

It is expressly understood that this MOU constitutes commitment of specific resources/services that will enhance the offering of services to the customers of the One Stop Career Center. A matrix of services, per (MTP), in the following areas, a) Core, b) Intensive, c) Training/work activities, and d) Employer Services, are to be provided by the respective (MTP).

The Resource Sharing Agreement shall be developed annually as a separate agreement for those MTP's physically located at the One-Stop Career Center.

## **10. System Standards**

(MTP) will work collaboratively with the (OSO) to ensure the following system standards are met.

- a. Performance Measures
- b. Monitoring Process
- c. Customer Satisfaction Measures
- d. Evaluation/Assessment
- e. Remedial/Corrective Action

## **11. Assurances and Certifications**

- a. Each Management Team Partner will abide by its organization's assurances and certifications.
- b. In addition to the requirements at 29 CFR 95.42, and/or 20 CFR 97.36 (b) (3), as applicable, which address codes of conduct and conflict of interest issues related to employees, the conflict of interest provisions in section (6), VIII will be adhered to.
- c. (MTP) are respectively responsible for compliance with any and all County, Federal, State and Local Laws, statutes, rules or regulations, including but not limited to, wages, benefits, worker's compensation, disability, general liability, unemployment insurance, social security.
- d. In addition each (MTP) will be in compliance with the following:

- Federal and State Laws prohibiting discrimination
- 29 CFR Part 37 governing equal opportunity in the work place
- The Americans with Disabilities Act

- e. This agreement shall be interpreted in accordance with the laws of New Jersey and/or Federal Law, as applicable.

## **12. Indemnification/Insurance**

Each Management Team Partner to this agreement will assume liability for its action and the actions of its Board of Directors, officials, employees, agents or volunteers under this Agreement. Each Management Team Partner shall hold harmless, defend and indemnify all other (MTP) to this agreement from any and all claims for damages, personal injury, and property damages, including costs and attorney fees resulting in whole or in part from the Management Team Partner, its Board of Directors, officials, employees, its agents or volunteers, acts, omissions or activities, whether negligent or not, under this agreement.

## **13. Terms of Agreement**

- a. **DURATION:** The MOU shall be effective upon execution of this document and continue unless otherwise amended or terminated as provided for herein.
- b. **AMENDMENTS:** The MOU may be amended at any time by mutual agreement of the parties, or unilaterally by the **GCWIB** Chair in conjunction with the Chief Elected Official, due to any federal, state or local governmental/legislative, statutory or regulatory amendments or modification(s). The parties may enter into negotiations for amendments to this agreement with a thirty (30) day prior written notification to the (MTP) by the party seeking the change.
- c. **ASSIGNMENT:** This agreement may only be assigned upon the mutual written agreement of the parties herein.
- d. **SEVERABILITY:** If any part of this MOU is found to be null and void, or is otherwise stricken, the remainder of this MOU shall remain in full force and effect.
- e. **TERMINATION:** Any (MTP) that fails to meet its obligation under this agreement shall be referred to the Systems Performance Committee for review and possible partnership termination.

**14. Authority and Signatures**

The individuals signing below have the authority to commit the party they represent to the terms of this agreement, and do so commit by signing herein.

**THE CHIEF ELECTED OFFICIAL:**

\_\_\_\_\_  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Date

**FOR THE WORKFORCE INVESTMENT SYSTEM:**

\_\_\_\_\_  
Hosea Johnson, WIB Chairperson

\_\_\_\_\_  
Date

## ***Participating Partners***

1. Gloucester County One-Stop Operator  
Daniel Angelucci  
(WFNJ "to work" Services, WIA Services)
2. Catherine Stargill, Director  
NJLWD, Workforce Field Services (Employment Services, Business Services/Rapid Response, Wagner Peyser,  
Older American's Act, Veterans)  
Local Office:  
Gloucester/Thorofare One Stop  
Morris Reichman, Acting Manager
3. Alice Hunnicut, Director  
NJLWD/Vocational Rehabilitation Services  
Local Office:  
Gloucester County/Thorofare One Stop  
Edward Green, Manager
4. Ronald L. Marino, Assistant Commissioner  
NJLWD, Income Security  
Local Office:  
Gloucester County/Thorofare One Stop  
Steve Hutchinson, Manager, Unemployment Insurance
5. Patricia Moran, Director  
Workforce Grant and Program Management  
Trade Adjustment Assistance  
Local Office:  
Gloucester County/Thorofare One-Stop  
Morris Reichman, Acting Manager
5. Gloucester County College  
Frederick Keating, President  
(Local WIA Title II Adult Education Provider [ABE])
6. Michael Dicken, Superintendent  
Gloucester County Vocational-Technical Schools  
(Carl Perkins)
7. Samuel Hudman, Executive Director  
Housing Authority (HUD) Gloucester County
8. Gloucester County Division of Social Services  
Edward Smith, Director  
(TANF, GA, Food Stamps)
9. Gloucester County Department of Economic Development  
Tom Bianco, Acting Director  
(WIA Administrator)
10. Nelson Carrasquillo, Director  
CATA  
(Community Services Block Grant recipient)

## **Gloucester County One-Stop Partners Service Delivery Narrative for Matrix**

The purpose of the matrix is to illustrate the provision of required core, intensive, training, and employer services in the One-Stop Career Center.

Only two Partners are specifically funded and required to provide Core, Intensive, Training and Employer Services as defined in the WIA legislation.

(MTP) party to this MOU have agreed to assist in providing services in accordance with their respective regulations and agree to share, coordinate and consolidate wherever possible those services necessary to a seamless delivery system.

The left side of the matrix lists the elements of the required services and the headings across the top of the matrix are required programs to be represented in the One-Stop Career Center.

- All WIA Adult, Youth, Dislocated Worker and Workforce Development Program (WDP) services are provided by the local delivery agency of the **Gloucester County One-Stop**.
- Temporary Assistance to Needy Families (TANF) and General Assistance (GA)/Food Stamps (FS) services is provided by the **Gloucester County Division of Social Services**.
- Work First NJ "to work" services are provided by the **Gloucester County One-Stop** and the NJ Labor & Workforce **Gloucester** local office.

The NJ Division of Vocational Rehabilitation Services (DVRS) at the Gloucester/Thorofare One Stop provides all DVRS services.

NJ Labor & Workforce Development at the Gloucester/Thorofare One Stop provides Wagner-Peyser/Employment Services, and Jersey Job Clubs. NJ LWD Veterans and Older Worker service staffs are present in the NJ LWD office.

NJ Unemployment Insurance (UI) is located at the Gloucester/Thorofare One-Stop Career Center.

One Stop Partner Services located at the Gloucester/Thorofare One Stop Career Center include, WIA Adult, Dislocated & Youth, NJLWD Employment Services, NJLWD Unemployment Services, NJLWD Division of Vocational Rehabilitation, Workforce Learning Link and NJLWD Business/Employer Services.

Note: WIA Youth Services are provided at the Gloucester County Youth One Stop. This Center is funded with WIA Youth funds through a contract with the Gloucester County Institute of Technology. Eligibility for youth services is established at the Gloucester/Thorofare One Stop Career Center.

The remaining Partners listed above (page 8) are not located at the One-Stop Career Center but provide valuable workforce services.

	WIA Adult	WIA Youth	WIA DW	WDP	Wagner Peyser/ES	Community Services Block Grant
<b>Core Services</b>				Not Currently Funded		
Registration and Information	X	X	X		X	X
Orientation for Job Seekers	X	X	X		X	X
Initial Assessment	X	X	X		X	X
Career Assessment for Job Seekers	X	X	X		X	
Career Counseling	X	X	X		X	
Job Matching Services					X	X
Provision of Provider Information						
Provision of Local Performance Information	X	X	X		X	
Provision of Supportive Service Information	X	X	X		X	X
Provision of Unemployment Information						
Eligibility Assistance and Determination	X	X	X		X	
Referral to Intensive Services	X	X			X	
Retention Services					X	
Follow-up Services					X	
<b>Intensive Services</b>						
Comprehensive and Specialized Assessments	X	X	X		X	
Development of Individual Employment Plan	X	X	X		X	
Group Counseling	X	X	X		X	X
Individual Counseling/Career Planning	X	X	X		X	X
Case Management	X	X	X		X	X
Short Term Pre-Vocational Services	X	X	X		X	
Other					X	
<b>Training Services</b>						
Occupational Skills Training	X	X	X		X	X
On-the-Job Training					X	
Skill Upgrading and Retraining	X	X	X		X	
Entrepreneurial Training					X	
Job Readiness Training (Career Beacon)	X	X	X		X	
Adult Education/Literacy Activities	X		X		X	X
Customized Training						
Retention Services	X	X	X		X	
Follow-up Services	X	X	X		X	
<b>Employer Services</b>						
Employer Outreach					X	
Access to WNJPIN Information					X	
Employer Job Listing Services					X	
Employer Job Matching Services					X	
Retention Services					X	
Follow-up Services					X	

	Older Worker	UI	TANF "To work" services	FS/GA "To work" services	Vocational Rehab.	Veterans
<b>Core Services</b>						
Registration and Information	X		X	X	X	X
Orientation for Job Seekers	X		X	X	X	X
Initial Assessment	X		X	X	X	X
Career Assessment for Job Seekers	X		X	X	X	X
Career Counseling	X		X	X	X	X
Job Matching Services	X		X	X	X	X
Provision of Provider Information	X		X	X	X	X
Provision of Local Performance Information	X		X	X	X	X
Provision of Supportive Service Information	X		X	X	X	X
Provision of Unemployment Information		X				
Eligibility Assistance and Determination	X		X	X	X	X
Referral to Intensive Services	X		X	X	X	X
Retention Services	X		X	X	X	X
Follow-up Services	X		X	X	X	X
<b>Intensive Services</b>						
Comprehensive and Specialized Assessments			X	X	X	
Development of Individual Employment Plan			X	X	X	X
Group Counseling			X	X	X	X
Individual Counseling/Career Planning			X	X	X	X
Case Management			X	X	X	X
Short Term Pre-Vocational Services			X	X	X	X
Other						
<b>Training Services</b>						
Occupational Skills Training			X	X	X	
On-the-Job Training					X	
Workplace Training			X	X	X	
Skill Upgrading and Retraining			X	X	X	
Entrepreneurial Training					X	
Job Readiness Training (Career Beacon)					X	
Adult Education/Literacy Activities			X	X	X	
Customized Training					X	
Retention Services			X	X	X	X
Follow-up Services			X	X	X	X
<b>Employer Services</b>						
Employer Outreach					X	X
Access to WNJPIN Information					X	X
Employer Job Listing Services					X	X
Employer Job Matching Services					X	X
Retention Services					X	X
Follow-up Services					X	X

	Housing Authority	Div. of Social Services	GCC-- Adult Basic Skills	GCIT Vocational Carl Perkins	Jersey Job Clubs
<b>Core Services</b>					
Registration and Information	X	X	X		X
Orientation for Job Seekers	X				X
Initial Assessment	X		X		X
Career Assessment for Job Seekers	X		X	X	X
Career Counseling	X				X
Job Matching Services	X				X
Provision of Provider Information	X				X
Provision of Local Performance Information					X
Provision of Supportive Service Information					X
Provision of Unemployment Information					
Eligibility Assistance and Determination	X				X
Referral to Intensive Services	X	X			X
Retention Services	X				X
Follow-up Services	X				X
<b>Intensive Services</b>					
Comprehensive and Specialized Assessments	X			X	X
Development of Individual Employment Plan	X				X
Group Counseling	X				X
Individual Counseling/Career Planning	X		X		X
Case Management	X	X	X		X
Short Term Pre-Vocational Services			X		X
Other—Mentoring , Home Ownership, Resident Opportunities	X				
<b>Training Services</b>					
Occupational Skills Training			X	X	
On-the-Job Training					
Workplace Training			X	X	
Skill Upgrading and Retraining			X		
Entrepreneurial Training			X		
Job Readiness Training			X	X	
Adult Education/Literacy Activities			X		
Customized Training			X		
Retention Services	X				
Follow-up Services	X		X		
<b>Employer Services</b>					
Employer Outreach	X				
Access to WNJPIN Information			X		
Employer Job Listing Services					
Employer Job Matching Services					
Retention Services	X				
Follow-up Services	X				



**RESOLUTION APPROVING THE GLOUCESTER COUNTY  
WORKFORCE INVESTMENT BOARD LOCAL AREA PLAN FROM  
JANUARY 1, 2014 TO DECEMBER 31, 2017**

**WHEREAS**, pursuant to both federal and state regulation, local Workforce Investment Boards are required to develop and submit a strategic plan for their designated local workforce area in conjunction with the State's Unified Workforce Investment Plan; and

**WHEREAS**, the New Jersey State Employment and Training Commission issued a local planning guidance to assist WIBs in outlining and focusing local planning efforts to align, articulate and expand on the established Talent Development Priorities, Core Values, and Outcome Measures as described in the Unified State Plan; and

**WHEREAS**, The County of Gloucester, a designated workforce area, pursuant to the Workforce Investment Act of 1998 has a need to provide employment and training services to individuals in various disciplines; and

**WHEREAS**, the County of Gloucester has designated the Department of Economic Development, Workforce Investment Board, as the local planning board for workforce development; and

**WHEREAS**, the Workforce Investment Board Local Area Plan addresses all the elements in the Local Planning Guidance issued by the New Jersey State Employment and Training Commission.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Workforce Investment Board Local Area Plan and any other pertinent documents between the County of Gloucester and the New Jersey State Employment and Training Commission from January 1, 2014 to December 31, 2017.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C2



## **Workforce Investment Board**

### **LOCAL AREA PLAN**

**2014 – 2017**

Prepared By:

The Gloucester County Department of Economic Development  
Tom Bianco, Acting Director  
Workforce Investment Board  
Hosea Johnson, WIB Chairperson  
Tom Bianco, WIB Director

### **Gloucester County Board of Chosen Freeholders**

*Robert M. Damminger, Freeholder Director*  
*Heather Simmons, Freeholder Liaison*

## A. Introduction

The Gloucester County Workforce Investment Board is a local partnership of top executives from businesses, county and state government agencies in Gloucester County. The WIB is designed to create a workforce tailored to meet the needs of the community and produce an environment that will empower existing businesses, as well as bring new industry to the area. The WIB, through its staff and volunteers, reaches out to all sectors of our county's population; old, young, unemployed, underemployed, able and disabled.

Our mission is simple – to provide quality educational and technical training to those in need, to help businesses train their employees to become more productive and to implement programs that make our services accessible to residents within the county of Gloucester.

We believe that we have always practiced the *Core Values* listed in the Unified State Plan; however we may not have identified them as such.

### Driving Investments Based on Industry Need:

It is mandated by the Workforce Investment Act that only occupations “in demand” can be funded with WIA dollars. An exception is allowed if a customer and the WIB can demonstrate to the State that a particular occupation is locally “in demand”.

### Meeting Jobseekers Where they are:

We have been reaching out to our residents through Career Resource Events since December 2009. Our County Library System, the community college and faith based organizations have regularly participated on our various WIB committees. We have had a physical presence in the Deptford Mall since February 2013.

### Equipping the Workforce for Employment:

Many people who enter the One Stop Career Center seeking training services do not have a high school diploma or if they do, they lack academic skills to be successful in their career choice. We have always required our prospective training candidates to obtain their GED and/or increase their academic educational levels to be successful in their skill training. It would be a disservice to the individual customer not to require them to obtain a GED. It would also be a disservice to employers not to equip the workforce with a basic educational foundation.

### Increasing System Accountability:

Counties have always been accountable to their local governing boards as well as NJLWD and USDOL. The WIB is beginning to build relationships with local employers and hopefully demonstrating that we are reliable and can offer them a pool of qualified and talented job seekers.

The following pages will demonstrate how the Gloucester County Workforce Investment Board is proceeding with building a workforce training system which will benefit job seekers, employers and ultimately the economy of the State of New Jersey.

## **B. Local Demographic, Governance and Planning Process**

### **1. Summary of Local Area Planning**

The Gloucester County Workforce Investment Board (WIB) serves as the local planning authority for the full spectrum of workforce investment products. The WIB works in partnership with the Board of Chosen Freeholders in developing workforce investment policies and building consensus among stakeholders towards a common vision that is market-driven and values customers.

The members of the seven (7) standing committees are entrusted with the responsibility of promoting the values and benefits of the Workforce Investment Board. It is their mission to build an educated and productive workforce in order to meet the workforce needs of Gloucester County. Each committee adds value to our overall mission and the employment and training service delivery system.

Recommendations coming out of each committee are reported to the Executive Board which will ultimately approve, deny or modify the recommendation prior to presenting it to the Board of Chosen Freeholders, who has the authority to implement the recommended policy. Not all recommendations need Freeholder approval; however, they are reported to the WIB's Freeholder Liaison.

Through the volunteer efforts of many individuals and the professionals on staff, the Workforce Investment Board has been able to provide quality education and training consistent with the changing needs of Gloucester County employers. Graduates of Workforce Investment Board programs are being trained in valuable life skills that make them productive members of society and give them a sense of pride and accomplishment.

The Committees are entrusted with the responsibility of promoting the values and benefits of the Workforce Investment Board. They take their role seriously and make appropriate recommendations/proposals for the Executive Board and Board of Chosen Freeholders to review, consider and possibly implement.

The Committees are as follows:

Executive Committee – The Executive Committee provides the leadership in the development of policy recommendations. Each committee chairperson reports to the Executive Committee. The Executive Committee votes on matters relating to policy, WIB committee activities, and votes on other actions as needed. The private sector chairperson of the WIB chairs and conducts the agenda of the Executive Committee.

Apprenticeship & Workforce Development Committee – The mission of the committee is to support the development of a highly qualified work force that will successfully compete in the world's global economic arena. The task of this Committee is to work with employers and the education community to ensure that our future workforce is prepared to meet the needs of the employers.

The committee promotes the career ladder/career development process through life long continuing education that will allow workers to achieve significantly beyond their entry level job title. The continuing education process will provide added value to the employer and improve products and services

Members of this committee represent the educational field, private employers and the skilled trades.

Goals for this Committee:

1. Coordinate with Woodbury HS Guidance Department and integrate business related opportunities into students' schedules (internships, shadowing, mentorships)
2. Continue partnership with Gloucester County Chamber of Commerce to effectuate this project
3. Contact/meet with business owners and encourage their participation on this committee and/or the Workforce Investment Board

Communications/Marketing Committee – This committee develops and implements WIB/One-Stop marketing strategies that communicate the activities, mission, goals, and achievements in conjunction with the New Jersey Labor & Workforce Development, the U. S. Department of Labor, and the County of Gloucester. Activities emanating through this committee include the development of annual reports, WIB newsletters to the business community, and email blasts regarding various events.

The Workforce Investment Board and its services are the “best kept secret”. This is demonstrated by the fact that most businesses know little about the WIB’s services and processes. To address this problem we acquired Constant Contact, an online marketing company which offers tools for email marketing, social media marketing, online surveys, and event marketing. We have used this tool to announce and recruit for our Career Fairs, to announce new hiring incentive offerings, to gather information through surveys and to share our WIB newsletter.

This Committee encourages all WIB members to market this organization. To assist a member, if the opportunity of a speaking engagement presents its self, a generic “WIB in a Box” presentation was created. This presentation is on a “flash drive” and can be tweaked according to the audience to whom it will be presented.

Goals for this Committee:

1. Continue to refresh the WIB website with current activities and services available at the One Stop
2. Continue to promote the WIB and its various committees and agencies involved with assisting the County’s workforce.
3. Discuss the possibility of holding a “Summit” directed to youth, parents and educators regarding the full range of career options and various educational/training paths to achieve employment goals

4. Encourage WIB members to make use of all marketing materials and represent the WIB as a speaker at meetings of Gloucester County volunteer service and business organizations

Community Needs Assessment Committee – This committee reviews all workforce literacy programs and services funded by the WIB, as well as evaluating other community needs; thus making recommendations to the Executive Committee for planning and projects. The population served by this committee also includes adults with disabilities who require services and support in their effort to enter the workforce. This committee also focuses on the status of public transportation within the county and makes recommendations vital to the workplace transportation needs of the community.

Goals for this Committee:

1. Establish a Workforce Learning Link (WLL) location at the Glassboro Library in Glassboro

Coordination Committee – The Coordination Committee oversees a network of support agencies and systems that aid Gloucester County residents with their transition to employment and self-sufficiency. The system strives for flexibility and effectiveness through the creation of a professional, user-friendly atmosphere and application of technology and shared resources. Members represent public and non-profit agencies within the human service and employment and training arena.

Goals for this committee:

1. Seek other agencies that will enhance our efforts to provide our residents the best opportunity to secure employment and other related services which will enhance their job skills.

Resources Analysis / Performance Management Committee – The Committee reviews all publicly funded programs with the ultimate goal of collecting and analyzing sufficient data to direct such funding to systems, grants and programs that will most effectively serve the customers of the workforce readiness system. This combined Committee also looks at the performance measurements negotiated between the Governor and the Secretary of Labor and makes recommendations to the board for local performance measures

Goals for this Committee:

1. Continue to ensure that federal, state and county budget policies, practices and guidelines are in place
2. Monitor training sites, with particular attention to job placement success rates
3. Increase understanding of Performance Measurements
4. Increase private sector membership on this committee
5. Determine tools to evaluate the One Stop Career Center and its effectiveness

Youth Council Committee – This committee oversees and allocates all US Department of Labor and NJ labor funded youth programs. The mission of the Youth Council

Committee is to provide a system that will encourage the youth in Gloucester County to be an integral part of the community through various flexible, educational and career activities. Realizing that students withdraw from high school for various reasons, the Youth One Stop was created in order to provide “at risk” youth an alternative way to acquire their GED and be guided toward employment and/or additional training. The facility was created with the onset of WIA.

Our Youth Council is committed to this concept and meets on a monthly basis at the Youth One Stop. Youth take an active role in the meetings and their suggestions are considered and often implemented.

Goals for this Committee:

1. Promotion of Youth One Stop
2. Increase job placement and/or ongoing education
3. Increase participation and follow-up
4. Create a Youth Advisory Committee
5. Have Talent Network Representatives speak to youth enrolled at Youth One Stop

#### Business Development/Business Retention/Expansion

The Workforce Investment Board and the Division of Workforce Development (One Stop employment and training staff) come under the umbrella of the Gloucester County Department of Economic Development. The rationale for this structure is that businesses coming into and/or remaining in the County can be connected easily to the One Stop Career Center and the products and services it offers.

One of the primary concerns of the Workforce Investment Board and the Economic Development Department is business retention/expansion because, as studies have shown, it is easier to keep a business in the community than to attract new ones. In addition, the best chance of creating new jobs for the community comes from existing businesses. The WIB and Economic Development Department keep track of who is hiring, who is downsizing, who is looking for more space, and what may be standing in the way of growth. The County considers business retention to be a multi-dimensional, holistic economic development strategy.

Business Development in Gloucester County is promoted and enhanced by Economic Development's ability to network and collaborate with professional organizations such as “Select Philadelphia”. This organization has provided a number of leads regarding new businesses along with alerting the department about the expansion of other organizations within the Delaware Valley region.

At the present time, the above is not a “stand alone” committee; but business related activities are reported to the Apprenticeship/Workforce Development Committee.

**2. Overview of Local Workforce System Program Service Area**

**Geographic Facts:**

Gloucester County occupies 329 square miles in southwestern New Jersey. It is bordered by Cumberland and Atlantic Counties to the south-southeast, Camden County to the east-northeast, the Delaware River to the north-northwest, and Salem County to the southwest. Gloucester County is located about 5 miles south of Philadelphia, which is directly across the Delaware River. It is 45 miles west of Atlantic City and 10 miles east-northeast of Wilmington, Delaware.

As of 2012, the land area in square miles is 329 compared to 7,354 in the state of New Jersey.

As of 2012, there are an estimated 899 people per square mile, compared to 1,205 people per square mile in the state of New Jersey.

**Population and Demographics**

*Population:*

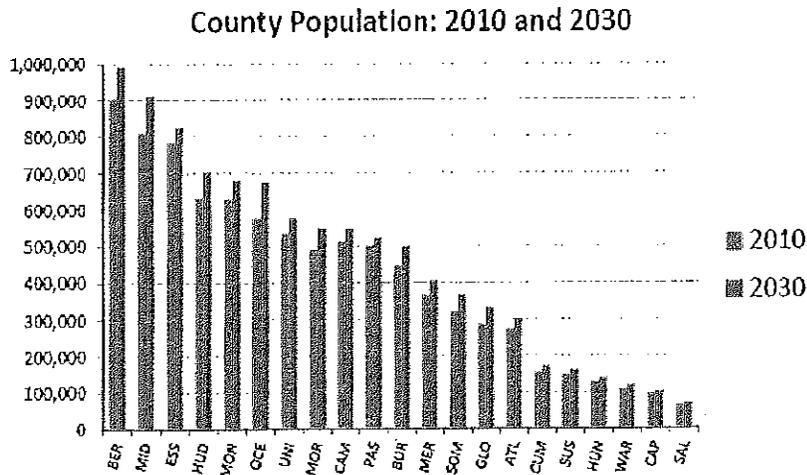
As of July 2012, the population is estimated to be 289,586,

Males 16 & above	108,309
Females 16 & above	118,326
Median Male age	37.4
Median Female age	39.9
Average household size	2.71 people

20,670 Veterans reside in the County of Gloucester  
 14,246 residents of the County are foreign born

Gloucester County (15.4%) is projected to have the second highest population growth in the next two decades (2010 to 2030) in the state of New Jersey. See chart below.

Population Projections by County: 2010 to 2030



- Population is projected to increase in every county between 2010 and 2030 although rates of growth vary.

*Education Levels:*

90% of the population has an educational attainment of high school degree or higher

Bachelor's Degree & Above	53,008
Some College or AA Degree	53,583
High School/GED	65,832
Less than High School	19,137

*Income Levels:*

Gloucester County's median household income is \$74,830 and median per capita income is \$31,047.

As of 2011, 7.3% of the County's population is below the poverty level.

*Business Establishments:*

The County of Gloucester has over 11,000 businesses and the largest industrial park on the east coast.

### **3. Alignment with priority populations/Demographics of Population Served**

Populations to serve include our unemployed and underemployed residents. These include veterans, disabled, and those on public assistance. Youth across the nation are a vulnerable group. Gloucester County has made every effort to serve the youth of our County. (See below)

#### **Veterans**

Veterans receive first priority referral to all jobs and training opportunities for which they are qualified. In the One-Stop Career Center, there are Veterans Representatives who specialize in helping veterans find the jobs and opportunities for which they qualify. In addition to priority referrals to jobs, vets can enroll in free job search workshops, develop a resume, learn about career training programs and get assistance with understanding the network of veterans' benefits available through the Veterans Administration, state and local governments. Job search workshops are held weekly and one day a week is specifically dedicated to Veterans.

#### **People with Disabilities**

People with Disabilities who use the One Stop Career Center are advised of the services of the Division of Vocational Rehabilitation Services (DVRS) housed in the One Stop and given the option of applying for services. Should the customer not want to go to DVRS he/she will be referred to the designated Disability Navigator. The Navigator will make an assessment and based on the disability determine which service provider will best serve the individual. Customer referrals from DVRS to WIA and from WIA to DVRS occur as appropriate.

#### **Adult Center for Transition (ACT Center)**

One of the most crucial turning points in the lives of all young people is the transition from high school to the world of postsecondary education, employment and life as an adult. Developing independence, exploring one's talents and interests, deciding upon a career path, and pursuing either employment or additional schooling are just some of the challenges that youth in transition face.

The challenges of youth in transition were a point of discussion within the WIB Community Needs Committee as well as within the educational community. It was through cooperative planning and implementation efforts between the Gloucester County Workforce Investment Board's Disability Issues Committee members and the Education and Disability Services Department, as well as the Gloucester County Freeholders, that the transitional center was created. Membership of the WIB's Disability Issues committee includes staff from the Abilities Center of Southern NJ, St. John of God Community Services, NJ Division of the Blind and Visually Impaired, Light House (Mental Health), DVRS, Private Sector members and Faith Based Organizations and the staff from the Workforce Investment Board. The Gloucester County Education and Disability Services Department was represented, as well as the Coordinator of Special Projects and the Special Services School District Social Worker.

The Gloucester County Adult Transitional Career Center opened its doors with a ribbon cutting on April 2, 2009.

It is in the spirit of collaboration and cooperation that the Gloucester County Adult Transition Center was born and will continue to grow.

This was demonstrated on October 21, 2013 when ground was broken on the campus of Gloucester County College for a new building to expand the program that gives young adults with special needs the opportunity for continuing education.

#### **Public Assistance Recipients**

The Gloucester County WIB recognizes its obligation to serve individuals receiving public assistance. Should WIA Adult funds not be sufficient to serve the customers entering the One Stop, then a policy of "priority of service" will be implemented to satisfactorily serve those on public assistance and other low income individuals in the local area. Fortunately, the State of NJ allocates separate work activity/training funds for the population who receives public assistance. If the determination is made that funds are limited, the One Stop Operator will notify the Employment & Training counselors and instruct them to begin to prioritize service according to the policy.

We also must serve our employers based in Gloucester County; small and large businesses. We serve all employers regardless of employment size, square footage and net worth in Gloucester County.

Alignment of skill training with the hiring needs of County and surrounding area employers is of utmost importance. We must prepare our residents with employer identified training skill needs.

In order to begin this process, the WIB, the One Stop Career Center, and County College, must market themselves as one entity. It must be demonstrated to New Jersey employers that we are a united group and all working toward the same goals—workforce development and economic growth and prosperity for the residents and employers of the State.

#### **Vulnerable Youth/Youth One Stop**

It was the desire of the Board of Freeholders and the WIB Youth Council that the youth have a second chance to become an integral part of the community through flexible educational and career programs, supportive services, and counseling and life experiences.

As a result of their passion for the youth of Gloucester County, a "stand alone" Youth One Stop was created. Providing the Youth with a facility has created a comfortable learning environment for the youth. The Youth One Stop has been in place since 2000. With any new venture, the Youth One Stop had its growing pains and has seen, but overcome many through the decade. The center was originally located on the grounds of the Gloucester County Institute of Technology. Due to expansion at GCIT, the Youth One Stop now has a dedicated building on the campus of

Gloucester County College. The students appreciate being in their “own” space and not being in the traditional classroom environment. They appreciate the one on one instruction available to them. They appreciate being able to seek quiet places in the building to study and they appreciate the self-control demonstrated by their peers.

This has proven to be a successful venture and we anticipate more exciting things occurring.

**4. Governance of Workforce Area (local WIB, other policy/planning decision making resources).**

Gloucester County is governed by a Board of Chosen Freeholders consisting of seven members. Freeholders are elected at large by the voters of Gloucester County in partisan elections and serve three-year terms of office on a staggered basis, with two or three seats coming up for election each year. At a reorganization meeting held each January, the Board selects a Freeholder Director and a Deputy Freeholder Director from among its members.

In the County of Gloucester, the Workforce Investment Board is a division of the Department of Economic Development. The WIB staff is comprised of: Director, Program Analyst, Program Development Specialist and support staff. They assist the Board with its every day functions and activities.

The Gloucester County Workforce Investment Board’s goal is to create a workforce tailored to meet the needs of the community and produce an environment that will empower existing businesses, as well as bring new industry to the area.

The Gloucester County workforce development system is a unique strategic alliance of business, government, education and community based organizations.

The Gloucester County Workforce Investment Board brings together members of business, government, education and community based organizations to help address common challenges such as job creation, accessing business financing and resources, and developing innovative responses to emerging business trends and opportunities.

The Workforce Investment Board has seven standing committees which are entrusted with the responsibility of promoting the values and benefits of the Workforce Investment Board. It is their mission to build an educated and productive workforce in order to meet the workforce needs of Gloucester County. Recommendations and activities of the individual committees are overseen by the Executive Committee.

Committees meet on a monthly basis with the exception of two that meet quarterly. Each committee has a chair and co-chair.

All WIB Committee meeting dates, location, and minutes are available online at <http://wibnj.com>

The Executive Committee is composed of the WIB Chair and co-chair, and the chairs of each of the seven standing committees. Chairs of each committee report their recommendations and activities to the Executive Committee for approval prior to their implementation. Executive Committee approval/recommendation ensures the continuity of the committees' missions in workforce areas they develop, and adherence to the general mission of the Workforce Investment Board.

The County Board of Chosen Freeholders may take actions on some of these recommendations therefore; they rely upon the Executive Committee, to have discussed and reviewed them thoroughly.

## **5. Summary of Planning Process**

A draft document was created and shared with the Chairs and Co-chairs of each committee via email on October 11, 2013. Input from them was requested back no later than October 25<sup>th</sup> regarding the document. Comments received back were included in the document.

A second draft was distributed on November 1, 2013 to the same audience, requesting additional feedback no later than November 8, 2013. Comments received back were included in the document.

A third draft was emailed on November 14<sup>th</sup>, with feedback requested by November 22<sup>nd</sup>.

Discussion occurred in the WIB Executive Meeting on November 20<sup>th</sup>, 2013. An executive summary was presented to the committee for their review. The Executive Committee approved the Local Plan and it was signed by the WIB Chair.

On November 26<sup>th</sup>, an email was distributed notifying partners and stakeholders that the Local Plan would be posted for thirty days on [www.wibnj.com](http://www.wibnj.com) for public comment beginning on or about December 2, 2013.

A separate "comment" page is on the website to allow the public the opportunity to comment on the Plan. They will be able to email or mail their comments to the WIB Director. Email and mailing address is on the "comment" page.

## **6. Business/Stakeholder/Partner Engagement**

The Gloucester County Workforce Investment Board is accountable to jobseekers, employers, training providers and to its local and state government.

In order to build a skilled workforce in Gloucester County, our education partners, workforce and economic development, and community development and human services providers must work closely with educational institutions, faith and community-based organizations, and libraries and businesses to develop a talented and skilled workforce.

In order to accomplish this, the WIB must engage in ongoing dialogue with all stakeholders to identify local employment skill needs and gaps in services.

The State Talent Networks have played and will continue to play an active role in connecting jobseekers and employers. Business Retention activities are an important role of the WIB and the staff is engaged daily in activities to this mission. The Workforce Investment Board staff is directly involved in retention efforts and provides support, information, ideas and resources to this regard. The Talent Network representatives have become integral partners in in our business attraction and retention efforts.

The partnerships that have been established demonstrate the level of coordination, collaboration and genuine interest in the residents and businesses of Gloucester County.

**C. Resource Investment Strategies, Programs and Services**

**1. Alignment with Key Industries/Sectors; outliers for area, business engagement strategies, employment opportunities, and demand**

Gloucester County’s employment is projected to rise by 8,500 jobs between 2010 and 2020. This 8.4 percent increase ranks 10th among the state’s 21 counties and is 0.4 percentage points above the projected rate of growth for the state as a whole. See attached chart. *Source: (NJLWD, Industry and Occupational Employment Projections 2010 - 2020.)*

**What Industries are Expected to have Employment Growth?  
Gloucester County, 2010 - 2020  
Projected Employment Change**

	2010 Jobs	2020 Jobs
Retail Trade	17,700	19,600
Construction	5,850	7,300
Wholesale Trade	7,700	8,900
Professional, Scientific & Technical	4,300	5,250
Healthcare & Social Services	11,950	12,800
Administrative & Waste Services	5,550	6,300
Accommodation & Food Services	7,700	8,200
Transportation & Warehousing	2,600	2,950
Other Services	4,250	4,500
Natural Resources & Mining	150	250
Real Estate & Rental/Leasing	1,000	1,100
Educational Services	1,000	1,100
Utilities	150	200
Finance & Insurance	2,200	2,250
Management of Companies & Enterprises	300	350
Arts, Entertainment & Recreation	1,250	1,300
Information	1,000	1,000

Government	18,400	18,400
Manufacturing	7,900	7,850

Total nonfarm employment excludes self-employed and unpaid family workers

During the four most recent quarters, retail trade averaged the most new hires followed by accommodation and food services. These services add value to the County; however, in order for the economy to fully accommodate all its residents, we must have a more diverse economy base. We need to encourage our local government and economic development entities to attract more varied businesses. In turn the educational entities must be encouraged to provide training in more “demand” occupations. Businesses build where the appropriate skill level is available.

The above statistics indicate why it is so important for the Gloucester County WIB to work with the Talent Networks and utilize their wealth of knowledge and the incentive training packages they have to offer our local industries. The more relationships developed with our local industries, the more we can help our residents and our overall economy.

The seven key industry clusters are Advanced Manufacturing, Financial Services, Health Care, Life Sciences, Technology & Entrepreneurship, Transportation, Logistics & Distribution, and Hospitality, Tourism & Retail.

Alignment between the workforce skill needs of the private sector employers and the training and services provided by the education and workforce training system is necessary in order to develop a pipeline of workers. Hence, the Gloucester County WIB is actively pursuing all seven industries with more emphasis on Advanced Manufacturing, Transportation, Logistics & Distribution, Hospitality, Tourism & Retail, Health and Financial Services.

Our WIB Director and staff are meeting with the Talent Network Liaisons and developing relationships. As we visit companies the appropriate Talent Network Liaisons is accompanying us.

*Examples of our efforts to connect the Talent Networks to our local industry:  
Advanced Manufacturing:*

Research indicates that manufacturing jobs in Gloucester County will decrease by 2020. For this reason, we have made a concerted effort to work with our manufacturing employers to assist them with customized training and introduce them to the grant opportunities available in the state.

We are encouraging apprenticeship opportunities. Key federal and local people are joining us in our efforts to discuss with employers how apprenticeship opportunities can assist them. We presently have a local metal fabricator company very interested in apprenticeship.

We were recently approached by petro chemical companies located in Gloucester County, who had determined that in the near future they would need skilled process technicians. Gloucester County College, in partnership with local businesses and the Gloucester County Workforce Investment Board, developed a “fast-track” certificate training program in Process Technology. The program will prepare individuals to become Process Operators/Technicians.

These companies recognized the need for a well-trained pool of qualified process operators to replace current employees nearing retirement age. Realizing Gloucester County College's reputation as a leader in specialized training programs, the businesses approached the College with the task of creating a course of study specifically targeting the unique needs of advanced manufacturing. The result was a collaborative partnership between these industry partners, the Workforce Investment Board and Gloucester County College.

The program began in the spring of 2013 with the first class completing its training in July 2013. Twenty-one (21) individuals completed the first class and six (6) obtained employment and one (1) started a business. As operator positions become available within the four partnering companies, they will first recruit from these graduates when seeking new employees.

This will be an ongoing class offered to the general public.

*Hospitality, Tourism & Retail:*

*Hospitality, Tourism:*

We have begun in depth discussions with the representative of the Hospitality, Tourism and Retail talent network.

A major hotel opened in September 2013 in Glassboro, NJ. We have been actively working with them to find appropriate employees for their establishment.

*Retail:*

One of our local food retailers had determined they have a need for store managers and they have indicated specific skill sets they desire. This business approached the Workforce Investment Board seeking a training program that would meet their needs. Again, we established a collaborative with the Community College specifically targeting the unique needs of this employer. It is anticipated that this program will begin in the fall of 2013.

*Transportation, Logistics and Distribution*

Gloucester County is home to the largest industrial park on the east coast. The Pureland Industrial Complex is a 3,000-acre industrial park in Gloucester County and offers a variety of facilities for manufacturing, assembly, warehousing, distribution, research and development and offices. Many of these facilities are home to warehousing and distribution centers, thus needing

employees with proper driving credentials and knowledgeable of logistics and distribution. A recent inventory of the Pureland Industrial Complex indicates there are approximately 184 companies located in the complex and over 8,700 individuals are employed among these businesses. This was information gathered through employers identifying themselves through a survey.

We are actively engaged with the individual representing the Transportation, Logistics and Distribution (TLD) network.

We recently met with a TLD company who will be pursuing a *Skills for Jersey* grant through NJLWD. This grant will allow the company to train current staff in disciplines recognized throughout the TLD industry.

*Financial Services:*

Discussion has begun with this Talent Network representative. He attended our most recent Career Event and was able to network with financial institutions represented at our event. We hope to develop a working relationship with this network in the coming months.

Representatives from Financial Services, Transportation, Logistics & Distribution, and Hospitality, Tourism & Retail have participated in our most recent Career Fairs. Their participation has been a “win, win” for the employers as well as job seekers. The job seekers have been able to learn about growing career fields and employers have been able to learn about state hiring incentives.

We have reached out to each Talent Network and we hope to develop an ongoing relationship with each one.

## **2. Key Partners, Vendors, Community Resource Leverage**

The WIB and the Gloucester County/Thorofare One Stop Career Center have an excellent relationship with the County Library System, the Community College and Faith Based organizations. We recognize the value of each entity and the services each provide to the residents of Gloucester County. Each entity has representation on our Workforce Investment Board and sit on WIB committees appropriate to the population they serve.

The County Library System has seven (7) local libraries, with the main branch located in Mullica Hill. Gloucester County Library System has a collection of resources designed to help our residents obtain jobs and careers of their interests. The system has been referred to as the “One Stop after normal working hours”. The nickname came about as a result of the hours of operation, including Saturday and Sunday.

The service of the Library has a physical presence in the One-Stop. A representative participates in the job search workshops offered to the Work First

NJ customers. This has been very well received by the customers in attendance. Many had no idea that their local library had job seeking services available. With this knowledge, many are able to walk to their local library and obtain additional/ongoing job search assistance.

We have an excellent relationship with our Community College. This is demonstrated through the literacy services offered to the residents of Gloucester County. The Community College operates the Gloucester County Workforce Learning Link at the One Stop Career Center. The link is fully operational five (5) days a week with a full time certified teacher. Since WLL funding levels have decreased, the College has been able to leverage its Title II monies along with the WIB's Work First NJ funding, allowing us not to decrease services at the Learning Link.

The Community College has been able to partner with us and open literacy sites at the local jail and at a local church in an area that is lacking public transportation. Literacy training at the local jail has given many individuals an opportunity to better themselves and has opened doors to a brighter future for them. Due to a change in local government structuring, this is no longer in place. This change, has allowed us to open a literacy lab at the Glassboro Library, a branch of the Gloucester County Library system.

Gloucester County College is the official GED Test Center of Gloucester County, New Jersey. Fortunately through the efforts of the WIB Literacy Committee and the Community College the county has a second testing site at the One Stop Career Center. This allows the college to offer the test more often and gives customers flexibility due to transportation issues.

Gloucester County College hosts an Annual High School Diploma Recognition Ceremony to honor students who have successfully passed the GED Examination and earned their New Jersey High School Diploma. Representatives from the college, county, WIB and state attend this event to honor and recognize the students' achievement.

Other examples of our strong partnership with the Community College, is their ongoing involvement with our quarterly Career Resource Events. The location for these events has regularly been held at the Community College. In conjunction with the Career Event, the college has held job related workshops prior to the actual Career Event. We have been able to assist our residents in the preparation of resumes, how to dress appropriately when meeting employers, and how to conduct one's self in an interview.

We have recently developed a working relationship with Rowan University and continue to call upon them for assistance. One of the Career events mentioned above was held at Rowan University. Rowan staff has been involved in the workshops mentioned above as well.

Our Community Based organizations are members of our Workforce Investment Board and sit on committees that are appropriate for the services they deliver. Several CBO's are active with our special population groups and deliver services to them with the goal of employment and self-sufficiency.

All of these partners provide access points to the public seeking employment and career opportunities. We have made great effort to have many doors in the community available to the job seeker. We have tried to establish partnerships with groups who are strategically located throughout the county as well as have the service provider be cognizant of the population being served.

Our partnerships facilitate coordinated service delivery strategies and the ability to leverage WIA resources. The Community College uses their Title II funds to enhance the delivery of literacy services. The public library system as well as the Community College use separate state grant funds to offer job seeking assistance to our residents and our faith based organizations offer supportive services using their available funds. Community College funds are leveraged with our WIA funds to sponsor our quarterly Career Events.

Within the last several years two family success centers, funded through the New Jersey Department of Children and Families (DCF), have opened in Gloucester County. DCF views these centers as "one-stop" shops that provide wrap-around resources and supports for families before they find themselves in crisis. Family Success Centers offer primary and secondary child abuse prevention services to families and bring together concerned community residents, leaders, and community agencies to address the problems that threaten the safety and stability of families and the community.

Representatives from the Family Success Centers were invited to join the WIB due to their involvement in the community. The WIB recognizes that lack of training and employment is not the only barrier to self-sufficiency. Their presence offers our residents a myriad of services which can enhance the family and their path to self-sufficiency.

The Workforce Investment Board hopes to continue to develop more partnerships, especially with the local and regional Chambers of Commerce. We view them as an important link in the establishment of apprenticeships, mentoring, shadowing and internship opportunities.

Leveraging of funds occurs at the County level as well. County funds enhance our ability to reach out to the businesses in Gloucester County. The Department of Economic Development is the entity charged with business attraction activities in Gloucester County. Companies wishing to locate in the region, as well as national commercial brokers or site selection consultants, who are assisting them, work with the Director and staff to identify appropriate sites for these businesses.

The WIB is fortunate to be a part of this Department; thus we are able to share information and coordinate our business related activities. Additional leveraging resources utilized for business outreach include staffing from partner agencies; Gloucester County College, DVRS, CBO's, etc. and our stakeholder partners in the various municipalities.

### **3. Job Seeker Service Model; integration of programs and services with identified job seeker categories**

The Gloucester County/Thorofare One-Stop Career Center offers universal access to all populations with or without significant barriers to employment. A full range of employment and training programs and services have been designed to benefit all populations. Our local One-Stop addresses the needs of the disabled, veterans, long term unemployed, ex-offenders, individuals deficient of literacy and/or language skills, and those individuals lacking occupational skills.

Staff at the One-Stop are familiar with the various services offered within the One Stop and refer individuals who require specialized services to the appropriate representative.

The disabled population has access to the Division of Vocational Rehabilitation which is located at the One-Stop Career Center. Should the individual not want to access services from DVRS, then the individual is referred to the Disability Navigator who will help him/her navigate the system and assist them in making an informed decision regarding their best source for assistance.

Priority of service means that veterans and eligible spouses (covered persons) are entitled to precedence over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. This means that a veteran or an eligible spouse either receives access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse receives access to the service instead of or before the non-covered person. Of course veterans and eligible spouses must first meet WIA eligibility requirements.

Veterans and eligible spouses usually self-identify at the point of entry into WIA services. They are to be informed and given the opportunity to take full advantage of the full array of WIA employment, training, and placement services available. They are entitled to priority of service for those who meet the eligibility requirements for WIA services and programs.

We are fortunate to have a Disabled Veterans Outreach Program (DVOP) specialist and a Local Employment Veterans Representative (LVER) who help veterans with barriers to employment successfully navigate the job market and receive the support they need to return to the workforce.

When veterans need occupational and/or educational training, they are referred to a WIA Employment Counselor and given priority. Should there be a “waiting list”, they will be moved through the system and not be expected to wait for a service.

The US Bureau of Labor Statistics defines “long-term unemployed” as those individuals being unemployed for 27 weeks or longer. These may be individuals who were dislocated due to major downsizing and/or closures or individuals who left the employment field for other reasons. These individuals are encouraged to use services at the One Stop Career Center. These services include Jobs4Jersey.com, Career Workshops, assessment testing, career counseling and additional skill training if appropriate. Individuals with the assistance of counselors can create an employability plan and access educational training needed to achieve their reemployment goal.

All populations are eligible to receive literacy, English as a Second Language (ESL), and Computer literacy training. These are necessary skills prior to entering into specialized skill training and/or prior to entering or remaining in today’s job market. Our underemployed population may need these services in order to remain in their current job or need these services in order to be promoted.

Services for ex-offenders are available at the Gloucester County One Stop. Wagner-Peyser funds support a One Stop Counselor who works with this population. If educational and/or skill training is needed then it is provided through WIA and State Literacy funds.

Gloucester County jobseekers have diverse needs. As a result, the WIB will continue to expand the reach of re-employment services based on broader partnerships between the State’s One-Stop Career Centers, libraries, community colleges and community and faith-based organizations. All of these partners provide access points to the broader workforce development system.

Jobseekers must possess basic skills, literacy and workforce readiness skills in order to secure and retain employment. We have been able to engage our Workforce Learning Link service provider to extend their locations beyond the One Stop Career Center. Literacy services are offered at Gloucester County College, the One Stop Career Center, St Matthews Baptist Church in Williamstown and beginning in January 2014, at the Glassboro Library, a branch of the Gloucester County Library system.

In addition, training programs must be aligned with industry needs to ensure that jobseekers can obtain the skills they need to obtain employment. We have successfully demonstrated that we work with our local businesses through offering skill training based on industry need. We have created partnerships with our Community College and the petro chemical companies, and with two major service related companies in our County to provide industry related training.

Many job seekers enter the One Stop with an employment history and marketable skills. These individuals are offered the services of our Job Club. The Job Club offers innovative workshops offering current information, industry specific Talent Network information and guest speakers. Workshops include Orientation, Job Search Skills, Resume Writing, Interviewing Skills, and Networking Skills.

Job seekers are everywhere. To reach them and make our services known, we make every effort to participate in public events; chamber meetings, county sponsored events open to the residents, municipal events, etc. Within the past year we have had a presence at the “County Store” located in Gloucester County’s major mall. A One Stop representative is present at the “County Store” one day a week. This has proven to be a successful undertaking.

#### **4. Development of training programs and curriculum development etc. based on industry intelligence and alignment with employer need**

Training programs must be aligned with industry needs to ensure that jobseekers can obtain the skills they need to obtain employment. We have successfully demonstrated that we work with our local businesses through offering skill training based on industry need. We have created partnerships with our Community College and the petro chemical companies, and with two major service related companies in our County to provide industry related training. These companies approached the WIB regarding their hiring needs and skill levels they were seeking.

Our quarterly Career Fairs have greatly enhanced our working relationships with the local Businesses.

When visiting companies in the County we encourage them to tell us the skills they are seeking and encourage them to take advantage of the grant opportunities available through NJLWD.

It is our plan, in conjunction with the Talent Networks, to bring companies who produce similar products together to begin discussion regarding their skill needs. We hope to be able to create training curriculum that is job specific for our local employers; similar to the product designed for our local petro chemical companies.

### **D. Measurement and Evaluation**

#### **1. System Oversight Responsibility and Scope**

The Workforce Investment Board works to support the development of a skilled and highly qualified workforce, promotes the career development process through life-long continuing education and coordinates with the New Jersey Department

of Labor and Workforce Development to participate in and provide employer support to Gloucester County businesses.

This is a board comprised of talented leadership from our business, educational and professional communities. The Board and our Freeholder Liaison remain focused on active partnerships within Gloucester County's business, government, and community-centered organizations to promote continuous economic growth.

The WIB recognizes economic growth in a number of ways – by management and oversight of occupational skills, apprentice training and educational programs for a broad range of workforce areas – to meet present and future area business needs. These efforts promote and maintain a competitive workforce within Gloucester County. The development of a network of educational resources and workforce institutions in addition to a partnership with economic development offices throughout Gloucester County and the region, is designed to promote economic growth and reduce worker dislocations.

## **2. Evaluation Target Areas, Brief Methodology and Operation of Results**

### *Target Areas:*

Evaluation of the One Stop Career Center is the responsibility of the WIB Resource Analysis/Performance Management Committee. This committee is discussing appropriate ways to evaluate the services and outcomes of the programs and performance and success of the One Stop Career Center. Some ideas discussed for evaluation include “customer wait” time before being seen by a One Stop representative, response time to answering phones, hours of operation (are they sufficient to serve the public?), review customer complaints, etc.

During PY 12, the committee conducted a customer satisfaction survey of WIA participants. Two (2) evaluation questionnaires were utilized by the Gloucester County One Stop Career Center.

These questionnaires continue to be utilized. The process for distribution is as follows:

The two page document, titled *One Stop Career Center System Participant Customer Survey*, is given to all customers upon completion of the four activities listed:

1. Orientation
2. Testing
3. Counseling
4. Referral

At the time of referral to a training vendor, the counselor requests the customer to complete the “mid-point” questionnaire. This questionnaire remains

in the customer's folder. If the customer expresses strong dissatisfaction, it is shared with the One Stop Operator.

The one page document in the form of a letter is sent to customers upon completion of their training. This is mailed out by the Senior Employment Counselor. Upon return of the form, it is reviewed and any negative comments are shared with the One Stop Operator. The completed form is maintained in the customer's folder.

*Brief Methodology:*

Methodology of evaluating the service delivery is still being discussed by the Resource Analysis Committee. Various methods will be implemented including but not limited to surveys, one on one conversation with customers, and time study to determine "wait" time of customers.

*Operation of Results:*

The results will be reviewed by the Resource Analysis/Performance Management Committee and findings/recommendations will be made if appropriate.

During PY 13, we will evaluate job placement rates of our training vendors. Our intent is to make this information available to our customers via our website ([www.wibnj.com](http://www.wibnj.com)) and informational packets.

### **3. Locally Developed Metrics, Outcomes, and/or Impact Measures In Addition to Common Measures**

A performance metric is a measure of an organization's activities and performance. The WIB has not created any additional common measures that are beyond what is reported in Future Works.

Our Resource Analysis/Performance Management Committee monitors the budget quarterly to insure that monies are being spent in a timely manner. This committee reviews the outcomes of our training vendors and may make appropriate recommendations if the vendor is not performing well.

There is a counselor who tracks all training customers after completion of their training and follows their progress. The Resource Analysis/Performance Management Committee has started to review the job placement outcomes of those participants who received classroom training and were placed in jobs in a training related field. The committee will be reviewing this information on a quarterly basis. A report will be generated and given to the One Stop Operator in order that it be shared with staff and customers interested in training. It will also be included on the Gloucester County Workforce Investment Board website--  
<http://www.wibnj.com>

These outcomes will assist our Counselors when counseling their customers who are seeking training. The outcomes will also assist the customer when he/she chooses which training vendor best meets their needs.

When a customer expresses concerns about their training program, Gloucester County WIB staff follow up via an on-site visit to the training and a discussion with the training staff.

In some instances, the Gloucester County WIB has suspended the approval of training vendors when the training program is not adequately preparing and training WIA customers for the specific occupation.

#### **4. PY 13 Common Measures (proposed targets)**

The PY 2013 Common Measures have been established for the local area.

Performance reports are reviewed on a regular basis by the One Stop Operator and the MIS Staff. The purpose of this review is to identify strengths and weaknesses; thus allowing us to develop internal mechanisms to enhance our performance.

### **E. Best Practices and Challenges**

#### **1. List Up To 3 Areas of Local Excellence/Success**

##### **Career Fairs**

Gloucester County began conducting career events/job fairs in December of 2009. The event was done in partnership with Gloucester County College. The venue for the event was in the student center at the community college.

At least twenty-six area employers and twenty different service and referral agencies participated in the December 16, 2009 event.

There were two components of the Career Event—a series of one-hour workshops that required pre-registration and an Exhibitor portion where residents were able to discuss job opportunities with area employers and take advantage of career counseling.

Workshops on resume writing, interviewing skills, and dealing with stress in uncertain times provided both information and tactics for achieving career and personal goals. Resources and guidance on support services such as child care, utility bills, health-care insurance and unemployment benefits to aid struggling individuals and families were also available.

Each event has been bigger than the one prior. Businesses are now calling us to inquire when the next event will occur. We have had as many as 65 employers at one event with over 400 job seeking customers in attendance.

The quality of our workshops has improved and the type of workshops conducted has expanded. At the October 2013 event the workshops included the use of social media while job hunting, writing a resume, interviewing skills and mock interviews were conducted.

Much effort goes into having these events be successful. "Save the Date" cards are mailed, formal letters inviting previous attendees (employers) to participate are mailed, phone calls are made and emails are sent.

Advertising to the public includes newspapers, local cable stations and staff personally posting flyers at retail stores, banks, schools, libraries, etc.

The Career Events have been well received by the business community, the public at large and as a result we have had seven (7) Career Resource Events since the original event in December 2009. We are now conducting these events on a quarterly basis. The most recent event was held on October 18, 2013.

The effort extended to have these events is rewarding when we learn that individuals are being hired. Since 2009, employers in attendance have employed over 115 individuals.

#### **Business Retention**

Business Retention is a top departmental priority. WIB and Economic Development staff regularly visits area employers to assess their needs and provide referrals and assistance. In 2013, 90 companies were contacted, which led to 75 employer retention visits. Multiple companies required more than one visit. We introduced and encouraged employers to take advantage of the state hiring incentives and training incentives offered by the State of NJ; those included Recover4Jersey, Opportunities4Jersey and Skills4Jersey. We partnered with GCC to develop programs to meet the companies training requirements for new employees (Heritages & local Chemical Consortium). We are waiting for state approval for one Opportunity4Jersey grants. In 2014, we have set a goal of 86 retention visits.

Relationships have been established with the New Jersey Talent Networks: Transportation, Logistics & Distribution, Retail & Hospitality & Tourism, and Financial Services talent networks. The representatives from these Talent Networks have been on retention visits and have become a valuable resource for the WIB and the companies.

This successful outreach effort has proven to be beneficial to the general overall economy of the County. We have been able to recruit additional employers for our Career Fairs, as well as recruit new WIB members through this outreach.

#### **Performance Measurements**

The Gloucester County One Stop Career Center continually meets or exceeds the federally mandated Performance Measurements.

For Program Year 12 (July 1, 2012 thru June 30, 2013), Gloucester County One-Stop performance measurements are as follows, of the nine (9) Measures, we are exceeding eight (8) and Meeting one (1).

Program Year 11 (July 1, 2011 thru June 30, 2012, the Gloucester County One-Stop exceeded all nine (9) performance measurements.

Performance Measurements have not been determined for Program Year 13; however we anticipate being on target again, as in previous years.

#### **Integrated One-Stop/No Silos**

Gloucester County has made a great deal of progress in the integration of services in our One Stop Career Center. This integration has focused primarily on the staff and services funded by WIA (Division of Workforce Development) and Wagner-Peyser (Employment Services). This means that One Stop staff is organized by function into work teams, regardless of the resources that fund those staff.

We have successfully integrated the Division of Workforce Development and NJLWD Employment Services. Ideally, the staff will take on the identity of being a One Stop employee rather than a county or state employee.

#### **Partnerships**

According to Wikipedia, a partnership is an arrangement in which parties agree to cooperate to advance their mutual interests. Ideally, partnerships stand to amplify mutual interests and success. The Gloucester County Workforce Investment Board is actively sustaining partnerships and developing new ones.

#### *Gloucester County Library System*

The Gloucester County Library System (GCLS) is a group of individual and interdependent libraries that cooperate through a central administrative body to provide a wide range of library services for eligible patrons. Sharing resources enables members of the system to provide more cost-effective and technologically sophisticated services than any could provide operating alone.

The Gloucester County Library of Mullica Hill is a valuable partner in working with county individuals seeking job search assistance. The Library is referred to as the "One-Stop after Hours" since they operate during the evening and on weekends. A Library representative gives a presentation each month during the job search workshop conducted at the One-Stop for TANF/GJOBS customers. The Director of the Gloucester County Library System is a member of the WIB's Coordination Committee.

#### *Gloucester County College*

Gloucester County College is a comprehensive, co-educational, two-year college sponsored by the residents of Gloucester County through the Board of Chosen

Freeholders. GCC is dedicated to its community and accepts the responsibility of providing post-secondary educational opportunities to all who seek them.

The Workforce Investment Board and Gloucester County College have an excellent working relationship. Staff members participate on various WIB committees.

The GCC, Adult Continuing Education Department is extremely cooperative with any initiative we wish to pursue. They are actively involved with our Career Resource Events. They willingly allow us to hold these events in the college gymnasium or student center. They have assisted us in the design and presentation of workshops for job seekers.

This past spring, 2013, we worked in partnership with them in the creation of a new certificate program. The college presently has some new certificate offerings in the pipeline as a result of the WIB approaching them on behalf of local employers.

We continually call upon GCC and they are always willing to accommodate our request. We look forward to exciting things happening, which will serve our residents, as a result of this partnership

#### *Rowan University*

Rowan University, located within our County, has been an excellent partner. When asked to speak at events or participate in a Career Event, they have always been available.

In May 2012, Dr. Ali A. Houshmand, President Rowan University, gave a presentation at the WIB's quarterly meeting. The subject was "Our Future Workforce".

The May 2013, Career Fair was held at Rowan University. Representatives from their Placement Office had an active role in recruiting employers and assisting customers with critiquing their resumes at this event. Representatives participated in earlier events as well.

We have been able to establish a working relationship with Rowan University and hope to build upon this, in order to serve our residents adequately. They have become an important addition to our partnerships.

## **2. List Up To 3 Local Challenges and How SETC/LWD Can Impact Solution Finding**

1. Transportation Needs
2. Broadening awareness of other training opportunities (OJT, Apprenticeship) other than higher education learning facilities
3. Impact of "new" GED instruction and test for customers we serve
4. Develop tools that will enhance "soft skills" which in turn will make them more marketable to the employer

**SIGNATURE PAGE**

---

Robert M. Damminger, Freeholder Director

---

Date

---

Hosea Johnson, WIB Chair

---

Date

**GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

**Hosea Johnson, Chairperson**  
**Kathy Farinaccio, Co-chairperson**

***Business Community Representatives***

Isabelita Abele	Anthony Bellia	Kenneth Biddick
Muncie Buckalew	Euletta Gordon-Campbell	Howard Clark
Michael D’Ariano	Andrew DiNardo	Kathy Farinaccio
Jack Fisher	Richard Gatewood	Michael Girone
Dr. Charles Ivory	Hosea Johnson	Dr. William King
Hunter Kintzing	Cynthia Merckx	Les Vail
Susan Perron	Daniel Routolo	Stevan Wolf

***Community Based Organizations Representatives***

Muncie Buckalew	Susan Perron	Robert Taylor
-----------------	--------------	---------------

***Economic Development***

Tom Bianco/Acting Director	Les Vail
----------------------------	----------

***Education Community Representatives***

Frederick Keating	Michael Dicken	Brigette Satchell
Thomas Dowd		

***One Stop Partners***

Daniel Angelucci	Nelson Carrasquillo	Michael Dicken
Anthony DiFabio	Edward Green	Sam Hudnan
Frederick Keating	Tom Bianco (WIA-Acting)	Morris Reichman
Bridgette Satchell	Edward Smith	

***Organized Labor Representatives***

Donald Norcross	John Biondi	Sam Ferraino
Walter Emerle		

***Other***

Robert Damminger	Sheila Ellington	Leona Mather
------------------	------------------	--------------

***Workforce Investment Board Staff***

Tom Bianco, Executive Director  
 Karen Dickel, Program Analyst  
 Eileen Gallo, Program Development Specialist  
 Bridget A. DiGiambattista, Support Staff

**COMMENTS MADE BY THE PUBLIC:**

**One Commenter took exception with:**

**Page 14:**

*It is the opinion of the Gloucester County Workforce Investment Board that these two employment areas will not enhance the lifestyles of our residences, nor will it enhance our county's economic status. While these jobs will help to employ those with few skill sets, they provide little opportunity for lifestyle improvement. Citizens will not be able to afford to live in the County should they enter these projected job fields.*

*Page 14 was amended*

**Page 18:**

**Commenter questioned why the WIB did not have a Partnership with local chambers.**

*Page 18 was amended*

C3

**RESOLUTION TO SUBMIT THE WORKFORCE INVESTMENT BOARD  
RECERTIFICATION APPLICATION FOR 2014 TO  
THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION**

**WHEREAS**, recertification of each local Workforce Investment Board is mandated by the Workforce Investment Act of 1998; and

**WHEREAS**, the information requested by the state is to ensure that workforce investment activities have enabled the local area to meet performance measures; and

**WHEREAS**, the Gloucester County Workforce Investment Board has submitted documents and they have been approved; and

**WHEREAS**, the Workforce Investment Board must now formally apply for recertification consideration based on submitted information.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and Clerk of the Board is hereby authorized to attest to the 2014 recertification application and any other pertinent documents between the County of Gloucester and the New Jersey State Employment and Training Commission.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



**Application for Workforce Investment Board**  
**2014 Recertification**

**Date:**

**To: New Jersey State Employment and Training Commission**

This application for recertification is submitted on behalf of the **Gloucester County** Workforce Investment Board (WiB).

By signature below, we certify that the required materials and information have been provided to the New Jersey State Employment and Training Commission (SETC) as outlined in the chart below, pursuant to N.J.A.C. 12:42-4.

<b>Submitted by:</b>	<b>Signature</b>	<b>Date</b>
Robert M. Damminger, Freeholder Director County of Gloucester		_____
Hosea Johnson, Chairperson Gloucester County Workforce Investment Board		_____
Tom Bianco, Executive Director Gloucester County Workforce Investment Board		_____

Item Number	Required Materials and Information	Status/Date Provided to SETC:
1	<p>A current list of local board members appointed by the chief elected official in a local area in accordance with N.J.S.A. 34:15C-15b and c. The list will show:</p> <ul style="list-style-type: none"> <li>• That the WIB membership follows the guidelines set forth by SETC Policy #2010-01 (revised 9/2013)</li> <li>• That the WIB has a 51% business membership</li> <li>• That the WIB Chair is a business member</li> <li>• The list must note if board development is needed, and the plan to achieve board membership compliance, including the recruitment and orientation process for new board members.</li> </ul>	SUBMITTED AND APPROVED BY SETC
2	The local board's budgets, required under N.J.S.A. 34:15C-15e(4), for the extant and two preceding program years (Program Years 11, 12, 13):	SUBMITTED AND APPROVED BY SETC
3	The local board's annual reports, required under N.J.S.A. 34:15C-15e(5), for the extant and two preceding program years (Program Years 10, 11, 12):	SUBMITTED AND APPROVED BY SETC
4	<p>The local board's meeting minutes for extant and two preceding program years (Program Years 11, 12, 13)</p> <ul style="list-style-type: none"> <li>• Minutes should reflect regular meetings, held at least quarterly</li> <li>• Minutes should reflect the WIB budget approval process</li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p> <p>TO BE SUBMITTED WITH THIS APPLICATION</p>
5	<p>The local board website information, including:</p> <ul style="list-style-type: none"> <li>• Website URL: (URL location here)</li> <li>• Published list of local board members: <ul style="list-style-type: none"> <li>○ (URL location here)</li> </ul> </li> <li>• Published local board meeting minutes: <ul style="list-style-type: none"> <li>○ (URL location here)</li> </ul> </li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p> <p>SUBMITTED AND APPROVED BY SETC</p> <p>SUBMITTED AND APPROVED BY SETC</p>

Updated: October 11, 2013

6	<p>The local board councils and committees information, including:</p> <ul style="list-style-type: none"> <li>• List of active WIB councils and committees, including those required under N.J.S.A. 34:15C-15. (As outlined in the WIB Member Handbook and the WIB Roles and Responsibilities document): <ul style="list-style-type: none"> <li>○ Executive Committee (recommended)</li> <li>○ Youth Investment Council (required)</li> <li>○ Literacy Committee (required)</li> <li>○ One-Stop Committee (required)</li> <li>○ Disabilities Committee (required)</li> <li>○ Other committees, as established by the local board</li> <li>○ The list must indicate which council or committee is responsible for Business Development and Outreach issues</li> </ul> </li> <li>• Membership list for each WIB council and committee, including the name, title, and agency of each member. Each required committee's membership should follow the guidelines set forth in the WIB Member Handbook and SETC Policy Resolution #2011-01, Membership Criteria for Appointment of "Parent" to local Youth Investment Councils</li> <li>• Council and committee meeting minutes for Program Year 2011 and Program Year 2012, reflecting regular meetings</li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p> <p>SUBMITTED AND APPROVED BY SETC</p> <p>SUBMITTED AND APPROVED BY SETC</p>
7	<p>Current local board by-Laws, addressing at a minimum:</p> <ul style="list-style-type: none"> <li>• Election of WIB Officers</li> <li>• WIB attendance policy</li> <li>• Conflict of Interest policy</li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p>
8	<p>List of local board staff, including:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Office address</li> <li>• Name/title of who they report to</li> <li>• Percent of time dedicated to WIB activity</li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p>
9	<p>Memorandum of Understanding (MOU) between local board and local elected officials:</p> <ul style="list-style-type: none"> <li>• The MOU must outline the process for board member appointment and removal</li> <li>• Multi-county areas must provide the MOU which establishes the lead county, if a separate agreement</li> </ul>	<p>SUBMITTED AND APPROVED BY SETC</p>

Updated: October 11, 2013

10	WIB designation or certification of qualified One-Stop Operator, by MOU, Letter of Agreement or Contract	SUBMITTED AND APPROVED BY SETC
11	MOUs between the local board, One-Stop Operator and One-Stop Partners	TO BE SUBMITTED WITH THIS APPLICATION
12	The local board's annual evaluation of the local One-Stop delivery system for Program Years 2012 and 2013 <ul style="list-style-type: none"> <li>The evaluation may be system-wide or may focus on one or more programs and/or services conducted in the One-Stop Centers.</li> </ul>	SUBMITTED AND APPROVED BY SETC
13	The local board's Strategic Plan <ul style="list-style-type: none"> <li>Provide the current plan in use by the local board as of January 1, 2014</li> </ul>	TO BE SUBMITTED WITH THIS APPLICATION
14	Local Performance Measures: As outlined in the Local Workforce Investment Boards: Certification, Recertification and Decertification Rule, N.J.A.C. 12:42-4.4(e): Where the Commission determines that the local board has during the preceding two years failed to ensure that the workforce investment activities carried out in the local area have enabled the local area to meet the local performance measures, that the local board has failed to satisfactorily carry out its functions under N.J.S.A. 34:15C-15e and 20 CFR 661.305, that either the local board, or any of its members, has engaged in fraud or abuse, as those terms are used within 29 U.S.C. §2832(c)(3)(A), or that either the local board, or any of its members, has engaged in any of the prohibited conduct listed as cause for corrective actions and penalties under N.J.A.C. 12:42-3.6, the Commission shall deny the chief elected official's application for recertification of the local board.  The SETC will evaluate the local WIB's application for recertification based on the local area achievement of the 9 negotiated performance outcomes for the area's Workforce Investment Act (WIA) funding for Program Year 2011 and Program Year 2012. The recommendation for WIB recertification will be made with consideration for any corrective actions and penalties instituted for the local area under the Local Workforce Investment Areas and Local Workforce Investment Boards: Performance, Technical Assistance, Corrective Actions and Penalties Rule, N.J.A.C. 12:42-3.	
15	Youth Barrier Identification <ul style="list-style-type: none"> <li>Local area designation of 6<sup>th</sup> Youth Barrier reflected in <u>full WIB meeting minutes</u>.</li> <li>Copy of form used to identify eligible youth, showing all barriers.</li> </ul>	SUBMITTED AND APPROVED BY SETC

Updated: October 11, 2013

Resource Materials provided:

- Local Workforce Investment Board Re-Certification Process Timeline (2/21/2012)
- WIB Roles and Responsibilities (2/21/2012)
- WIB Certification and Accountability Rules (2/21/2012)
- SETC Policy Resolution #2011-01, Membership Criteria for Appointment of "Parent" to local Youth Investment Councils (2/21/2012)
- WIB Member Handbook, published by SETC, May 2007 – available at [www.njsetc.net](http://www.njsetc.net)
- WIB Membership List Template in Excel (1/17/2013)
- WIB Membership List for Website (1/17/2013)
- Annual Report Guidance on Skill Level and Competency Guidelines (1/17/2013)
- Guidance on WIB Evaluation Reports (6/11/2013)
- Local Workforce Investment Board Re-Certification Process Timeline (updated 6/11/2013)

Updated: October 11, 2013

C4

**RESOLUTION AUTHORIZING SETTLEMENT AND PAYMENT OF FUNDS  
IN THE MATTER OF THE COUNTY OF GLOUCESTER V. ELAINE H. HAMMEL  
UNDER DOCKET NO. GLO-L-943-13**

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at 453 Egg Harbor Road, Sewell, NJ 08080, and being known as Block 193, Lot 6.07 on the Official Tax Map of the Township of Washington, owned by Elaine H. Hammel (hereinafter the "Property") was needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

**WHEREAS**, the County Engineer previously determined that a road easement in, over and across the Property was necessary and required by the County for the Road Improvement Project (hereinafter the "Road Easement"); and

**WHEREAS**, the County had determined that a fair price for the Road Easement, which was a portion of the Property, was \$34,700.00 based upon appraisals; and offered that said amount to obtain the conveyance of the Road Easement from the owners of the Property; and

**WHEREAS**, the County's offer to purchase the Road Easement in, over and across the Property from the Property owners was rejected, so that the Board of Chosen Freeholders authorized the condemnation of that portion of the Property that was required as the Road Easement for the Road Improvement Project by and through a Resolution adopted July 10, 2013; and

**WHEREAS**, the County filed a Verified Complaint in Condemnation in the Superior Court of New Jersey, Law Division, Gloucester County, on June 28, 2013 with the caption *County of Gloucester v. Elaine H. Hammel* under Docket No. GLO-L-943-13 (hereinafter the "Condemnation Action"); and

**WHEREAS**, at the same time that the County filed the Condemnation Action, it deposited with the Office of the Superior Court Clerk the sum that had been offered to the Property owners for the Road Easement, i.e., \$34,700.00; and

**WHEREAS**, on December 6, 2013, an Consent Order for Settlement and Payment of Funds was entered in the Condemnation Action, which said Order vested in the County title in the Road Easement over that portion of the Property sought to be taken by the County for the Road Improvement Project; and further agreed to the compensation to be paid for the taking of same in accordance with the law; and

**WHEREAS**, the three (3) Commissioners duly appointed in the Condemnation Action did hear the representations, either in person or by attorney, of the parties in interest who appeared at the Commissioners' Hearing on June 11, 2013 in order to fix and determine the compensation to be paid by the County for the Road Easement taken by the County in, over and across the Property for the Road Improvement Project; and

**WHEREAS**, legal counsel for the County has recommended settlement of the Condemnation Action, by and through the payment of the sum of \$38,000.00 to the owners of the Property for the Road Easement taken by the County as the just compensation for the taking; and

**WHEREAS**, it is in the best interests of the County, and the most cost effective disposition of the Condemnation Action to authorize the settlement of the said matter by and through the authorization to pay over to the owners of the Property as their just compensation for the Road Easement taken by the County including the initial sum of \$34,700.00 along with the additional amount of \$3,300.00 for the total sum of \$38,000.00; and

**WHEREAS**, the Purchasing Agent of and for the County has certified the availability of funds in the amount of \$3,300.00, pursuant to C.A.F. #13-11151, which amount shall be charged against Budget Line Item C-04-13-013-165-13218; and

**WHEREAS**, the funds from C.A.F. #13-11151 will be paid directly to the owners of the Property by the County in conjunction with the release of the \$34,700.00 by the Clerk of the Superior Court to the owners of the Property, which is the sum currently on deposit with the Court in the Condemnation Matter, in order to fully fund the settlement of the Condemnation Action.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester hereby authorizes the additional sum of \$3,300.00 to the initial release of funds of \$34,700.00, for a total amount of \$38,000.00 to resolve settlement of the Condemnation Matter filed to effectuate the taking of the Road Easement in, over and across the Property for the Road Improvement Project; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester is hereby authorized to pay for the acquisition of the Road Easement in, over and across the Property for the Road Improvement Project, as just compensation therefore in settlement of the Condemnation Action, the total amount of \$38,000.00, which said sum, shall be paid over to the owners of the Property in full and final settlement of all claims in the Condemnation Matter; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County Administrator, County Counsel, and Assistant County Counsel, be, and the same hereby are, authorized and directed to take all steps necessary to ensure that the amount of compensation due and owing by the County for the Road Easement taking in over and across the Property for the Road Improvement Project in the sum of \$38,000.00 is paid over to the owners of the Property; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County Administrator, County Counsel, and Assistant County Counsel, hereby are authorized and directed to take any and all other and further actions, and to sign any documents or pleadings necessary or required to implement the purposes of this Resolution.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

C4

File No. 09408-2010

Law Offices  
PARKER McCAY P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054  
(856) 596-8900  
BY: BRIAN M. GUEST  
Attorneys for Plaintiff, County of Gloucester

COUNTY OF GLOUCESTER,  
  
Plaintiff,  
  
v.  
  
ELAINE H. HAMMEL,  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
GLOUCESTER COUNTY  
  
DOCKET NO.  
  
CIVIL ACTION  
  
VERIFIED COMPLAINT IN  
CONDEMNATION

Plaintiff, the County of Gloucester (hereinafter "Plaintiff"), a body politic and corporate of the State of New Jersey, having its principal administrative offices at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096, by way of Verified Complaint, says:

1. Plaintiff was created and now exists pursuant to N.J.S.A. 40:18-1, et seq., with all of the functions, powers and duties heretofore vested in Plaintiff pursuant to said statutes, as amended and supplemented from time to time.

2. Plaintiff is authorized by N.J.S.A. 40:18-3 to acquire lands or rights therein by purchase, gift, condemnation or otherwise in the manner provided by N.J.S.A. 20:3-1, et seq.

3. Plaintiff has determined that it is necessary to acquire for public use an easement in, over and across a part of the land and premises known on the Official Tax Map of the Township of Washington, County of Gloucester, as Block 193, Lot 6.07; and more commonly known as 453 Egg Harbor Road (hereinafter the "Property").

4. Plaintiff has specifically determined that the easement hereinafter described is required for right of way for a roadway improvement project to be undertaken by the Plaintiff along County Route 630 a/k/a Egg Harbor Road in the Township of Washington.

5. The easement sought to be acquired in, over and across the Property is more particularly described in the Legal Description annexed hereto and made a part hereof, and marked "Exhibit A"; and on that part of the map entitled General Property Parcel Map for Phase II Reconstruction of Egg Harbor Road (C.R. 630), Block 193, Lot 6.07, (RE-24), Showing Existing Right-of-Way, Easements and Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No. 06-01FA, dated July, 2011, prepared by McCormick Taylor and KMA Consulting Engineers, which is also annexed hereto and made a part hereof, and marked "Exhibit B" (hereinafter collectively the "Road Easement").

6. The Property in, over and across which the Road Easement is sought became vested in Defendant, Elaine H. Hammel., single woman (hereinafter the "Defendant") on September 17, 2010. This said transaction was recorded in the Office of the Clerk of Gloucester County on September 23, 2010 in Deed Book 4810, Page 176 &c.

7. The amount of compensation offered by Plaintiff to Defendant for the Road Easement sought to be acquired, including the damage, if any, to the remaining Property, was Thirty-Four Thousand Seven Hundred Dollars and Zero Cents (\$34,700.00), which said amount was calculated and computed in the manner set forth in the

Appraisal Report prepared by Albert R. Crosby, CTA, of E & A Associates, LLC with an Effective Date of Valuation of January 23, 2013 (hereinafter the "Appraisal Report"); a true and correct copy of which was provided to Defendant prior to commencement of this action. The Appraisal Report is incorporated herein by reference.

8. A disclosure of the manner in which the amount of compensation offered for the Property was calculated, including: (a) a map and description of land to be acquired, and identity of improvements to be acquired, if any; (b) a statement of the full fair market value; (c) a description of the appraisal valuation method or methods relied upon; (d) a breakdown of the appraised value allocated to the land to be acquired, and improvements to be acquired, if any; and, (e) data concerning comparable sales or leases relied upon in determining the amount of compensation offered, which includes (i) names of seller and purchaser, (ii) location of property by block, lot, street, street number, and municipality, (iii) date of sale, (iv) the consideration for the sale, and (v) book and page number of the recording of the deed; and, (f) any unusual factors known to the Plaintiff which may affect value, is set forth in the Appraisal Report provided to Defendant prior to commencement of this action.

9. The current owner of record of the Property is Elaine H. Hammel, single woman, the Defendant, whose current post office address is 453 Egg Harbor Road, Sewell, NJ 08080.

10. Other persons appearing of record to have an interest in the Property are, as follows: NONE

11. No other persons, corporations or entities appear of record to have an interest in the Property; and no other persons, corporations or entities who have, or may claim to have, an interest therein is known to Plaintiff at this time.

12. Plaintiff has been unable to acquire the Road Easement in, over and across the Property that it requires through bona fide good faith negotiations with Defendant, as Defendant has refused, and continues to refuse, to accept the sum offered.

13. Plaintiff hereby reserves any and all rights it had, or may have, to recover in this action, or in any subsequent or pending action, or by any administrative means, all costs of remediation and/or cleanup of contamination and/or removal of solid waste and/or sanitary landfill closure that have been incurred, or may be incurred in the future, by reason of conditions which were in existence as of or prior to the date of vesting of title and possession in Plaintiff of the Road Easement in and over the Property pursuant to N.J.S.A. 20:3-19.

14. Plaintiff further reserves the right to seek, at its sole discretion, any and all available legal, administrative and equitable remedies to compel Defendant to remediate and/or cleanup the Property in accordance with applicable state and federal statutory and regulatory provisions, or to remove solid waste, or carry out closure of a sanitary landfill if located on the Property; Plaintiff is not liable for the cleanup and removal costs of any discharge which occurred or began prior to Plaintiffs ownership, pursuant to N.J.S.A. 58:10-23.11g (d) (4).

**WHEREFORE**, Plaintiff demands judgment against Defendant, as follows: (i) Confirming that Plaintiff is duly vested with and has duly exercised its authority to acquire the Road Easement in, over and across the portion of the Property being condemned; (ii)

Appointing three (3) disinterested commissioners, residents of the County of Gloucester, to fix the compensation required to be paid in accordance with N.J.S.A. 20:3-12; and, (iii) Preserving the reservations in paragraphs 13 and 14 hereof.

PARKER McCAY P.A.  
Attorneys for Plaintiff  
County of Gloucester

Date: 6/26/13

BY:   
BRIAN M. GUEST, ESQUIRE

**CERTIFICATION PURSUANT R. 4:5-1**

The within action is not the subject of any other action pending in any court or the subject of any arbitration proceeding. There is no other action or arbitration proceeding contemplated, except for the possible recoupment of remediation costs as referenced in paragraphs 13 and 14 of this Verified Complaint. No other parties are known of at this time who should be joined in the within action except those persons or entities that may become involved in any possible remediation aspect of this matter, or in a future action regarding the recoupment of remediation costs as referenced in paragraphs 13 and 14 of this Verified Complaint. 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.

PARKER McCAY P.A.  
Attorneys for Plaintiff  
County of Gloucester

Date: 6/26/13

BY:   
BRIAN M. GUEST, ESQUIRE

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, notice is hereby given that Brian M, Guest, Esq., is hereby designated as trial Counsel for Plaintiff.

PARKER McCAY P.A.  
Attorneys for Plaintiff  
County of Gloucester

Date: 6/26/13

BY:   
BRIAN M. GUEST, ESQUIRE

VERIFICATION

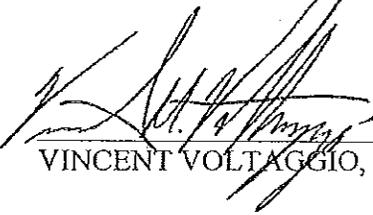
STATE OF NEW JERSEY:

: S.S.

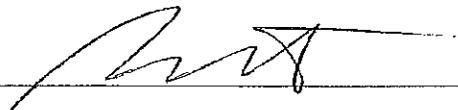
COUNTY OF GLOUCESTER:

Vincent Voltaggio, of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I am the County Engineer of and for the County of Gloucester, the Plaintiff in this matter.
2. I have read the foregoing Complaint, and am familiar with the contents thereof.
3. The matters and statements set forth in said Complaint are true and correct to my personal knowledge based upon my review of the official file of the County of Gloucester.

  
VINCENT VOLTAGGIO, P.E.

Sworn to and subscribed before me  
this 21 day of June, 2013.

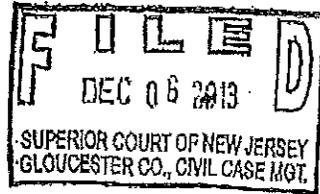


BRIAN M. GUEST  
Attorney at Law  
of New Jersey

04

File No. 09408-2010

Law Offices  
PARKER McCAY P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054  
(856) 596-8900  
BY: BRIAN M. GUEST  
New Jersey Attorney No. 7761973  
Attorneys for Plaintiff, County of Gloucester



COUNTY OF GLOUCESTER,  
  
Plaintiff,  
  
v.  
  
ELAINE H. HAMMEL,  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
GLOUCESTER COUNTY

DOCKET NO. GLO-L-943-13

CIVIL ACTION

CONSENT ORDER FOR  
SETTLEMENT AND  
PAYMENT OF FUNDS

THIS MATTER having been brought before the Court by Brian M. Guest, Esquire of the firm of Parker McCay P.A., attorneys for the Plaintiff, County of Gloucester, and the consent of P. Joseph Boyce, Esquire, attorney for the Defendant, Elaine H. Hammel, appearing below, and the parties having represented to the Court that the matter in controversy has been settled for payment to the Defendant of the sum of Thirty-eight Thousand Dollars (\$38,000.00) in consideration for the County's taking of a right-of-way easement as previously Ordered by the Court, and for good cause shown;

IT IS on this 6<sup>th</sup> day of December 2013;

ORDERED that the Clerk of the Superior Court of New Jersey release and pay over to the Defendant, Elaine H. Hammel, in care of her attorney, P. Joseph Boyce, Esquire, the

sum of Thirty-four Thousand Seven Hundred Dollars (\$34,700.00) previously deposited with the Clerk pursuant to an Order for Payment into Court and for Possession dated August 1, 2013, together with any and all interest accrued with respect to such deposit according to the records of the Clerk;

AND BE IT FURTHER ORDERED that, in accordance with the settlement reported to the Court by the attorneys for the parties, the Plaintiff, County of Gloucester, shall pay over to the Defendant, Blaine H. Hammel, in care of her attorney, P. Joseph Boyce, Esquire, the additional sum of Three Thousand Three Hundred Dollars (\$3,300.00) representing the balance of the agreed upon settlement.

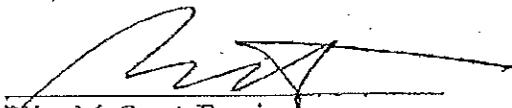
  
GEORGIA M. CURIO, A.J.S.C.

I hereby consent to the form and entry of the foregoing order.



P. Joseph Boyce, Esquire  
Attorney for Defendant  
Blaine H. Hammel

I hereby consent to the form and entry of the foregoing order.



Brian M. Guest, Esquire  
Attorney for Plaintiff  
County of Gloucester

15

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT  
AMENDMENT INCREASE #01 WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT  
TO EXCEED \$40,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on October 2, 2013 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, between the County and Federici & Akin, P.A., with offices located at 307 Greentree Road, Sewell, NJ 08080 (hereinafter "Federici"), relative to Engineering Project #13-13 (hereinafter the "Project"); and

**WHEREAS**, the amount of the original contract with Federici for such services for the Project was an amount not to exceed \$90,000.00, per Resolution passed on October 2, 2013; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended Amendment Increase #01 to the County's contract with Federici, which will increase the amount of the contract by \$40,000.00, resulting in a new contract amount not to exceed \$130,000.00, and

**WHEREAS**, additional Professional Engineering and Inspection, Environmental and Design Services are necessary for County Capital Projects from Federici for this added scope of work; and

**WHEREAS**, the additional Professional Engineering and Inspection Services for County Capital Projects, per RFP#13-046, are required to complete the Project #13-13; and

**WHEREAS**, all terms and provisions of the previously executed Contract between the County and Federici, with the exception of the new contract amount, will continue in full force and effect; and

**WHEREAS**, withstanding the status of the Amendment as open-ended, the Purchasing Agent for the County of Gloucester has certified the availability of funds in the amount of \$40,000.00 pursuant to C.A.F. #14-00097, which amount shall be charged against budget line items C-04-03-011-310-11203 (\$25,500.00) and C-04-13-012-165-12234 (\$14,500.00).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, be, and hereby are, authorized and directed to execute and the Clerk of the Board to attest to the Amendment Increase #01 to the professional services contract between the County of Gloucester and Federici & Akin, P.A. for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, relative to Engineering project #13-13 to increase the contract in an amount no to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), for additional Professional Engineering and Inspection Services necessitated by an increased scope of work for the said project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2014.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C5

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
FEDERICI & AKIN P.A.**

**THIS** is an Amendment to a contract which was entered into on the 2<sup>nd</sup> day of October 2013, per RFP#13-046, by and between **Federici & Akin P.A.**, with offices at 307 Greentree Road, Sewell, NJ 08080, 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:

**To increase the contract amount by \$40,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project “Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects,” per RFP#13-046 Engineering Project #13-13.**

The new Contract amount with the increase is an amount not to exceed \$130,000.00.

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 22<sup>nd</sup> day of January 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**FEDERICI & AKIN P.A.**

\_\_\_\_\_  
**By:**

**Title:**



**FEDERICI & AKIN, P.A.**  
**CONSULTING ENGINEERS**

MTG C5  
 1-7-14

Joseph P. Federici, Jr. P.E., P.P.  
 President  
 Douglas E. Akin, P.L.S., P.P.  
 Vice President

307 Greentree Road  
 Sewell, New Jersey 08080  
 856-589-1400  
 Fax 856-582-7976

Bret T. Yates  
 Director of Marketing

December 2, 2013  
 Job No. 13205

Mr. Duane T. Sarmiento, Director  
 Gloucester County Office of Veterans Affairs  
 P.O. Box 337  
 Woodbury, NJ 08096

Re: **Proposal for Engineering Services**  
 Gloucester County Veterans Memorial Cemetery  
 Block 12701, Lot 1  
 Monroe Township, Gloucester County, NJ

Dear Mr. Sarmiento,

As requested, our office has prepared an estimate of our fees to establish a plan to correct the drainage/basin problem, to stake out additional burial sites in Phase 1 and Phase 2.

Based upon the above drainage issue, our office will present to your board a review of the existing conditions and potential solutions. We will prepare an estimate of the proposed improvement/correction costs and a maintenance schedule with probable costs. We are appreciative of the large amount of information that has been provided to this firm, but an Engineer's Report and/or Drainage Calculations are missing. This information would greatly benefit our office in analyzing what was originally designed. Otherwise, this information must be recreated.

Our proposal is as follows:

**Initial Preparation of Project, Field Work Setup**

Review information submitted, research 100' Wide ACE Easement, create a central GPS base site, create an Acad drawing file, plot survey plan, set painted aerial targets, set internal control to facilitate any future requested work, tie outbound property lines into current project, tie fieldwork, horizontally and vertically into former Development Plans, import current aerial topography:

\$10,000.00

ENGINEERING

SURVEYING

PLANNING



### Drainage/Basin Study

Survey – Field work needed to as-built storm sewer structures, plot as-built information, pipe sizes, inverts, types, slopes, etc., to verify compliance with Design Plans. Incidentals needed that may occur in regards to stakeout and locations of soil borings and/or percolation tests.

Engineering – Necessary Soil Borings by others (+/- 10 @ \$300 ea.) review of boring and percolation data, and design revisions utilizing standards in accordance with the best management practices.

\$5,500.00

### Phase II Stake Out

Office calculations and field work needed to set required pins for burial sites in remainder of Phase 1 to set pins in Phase 2.

\$10,000

### Aerial Topography

Coordinate current flight and topography that are to be provided by others.

\$4,490.00

### Total Lump Sum Fee

For Surveying, Engineering and Topography

\$29,990.00

Billing will be presented on a monthly basis based on a percentage of work completed. Basic charges and additional charges needed for extra work and not currently presented to this firm will be billed monthly, according to our following Fee Schedule.

Job Classification	Hourly Fee Schedule
Project Manager	\$125.00
Professional Engineer	\$125.00
Design Engineer	\$105.00
Environmental Scientist	\$110.00
Professional Planner	\$110.00
Review Technician	\$90.00
Senior Draftsman	\$88.00
Drafting	\$83.00



Technician	\$75.00
Professional Land Surveyor	\$110.00
3 Man Field Crew (Conventional)	\$160.00
2 Man Field Crew (GPS)	\$150.00
2 Man Field Crew (Conventional)	\$140.00
1 Man Field Crew (GPS)	\$140.00
Party Chief	\$83.00
Surveyor	\$67.00
Inspection Coordinator	\$95.00
Senior Inspector	\$95.00
Inspector	\$80.00
Technical Writer	\$69.00
Clerical	\$58.00
Expert Testimony (Court Appearance)	\$285.00

In the event that outside consultants are to be contracted by Federici & Akin, P.A., at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours per day, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours.

- Print Cost:
  - Black Line Prints - \$0.50/S.F.
  - Sepias - \$0.75/S.F.
  - Mylar - \$5.00/S.F.
  - Xerox Copies - \$0.20 per copy
- Mileage: - \$0.50 Mile
- Tolls: - Re-imbursable

We look forward to working with you on this project. Feel free to contact Jon Bryson, P.E. or I at this office with any question.

FEDERICI & AKIN, P.A.

Edward F. Kuhn, Jr., P.L.S.  
Director of Surveying

EFK:ek

CC: Joseph P. Federici, Jr., P.E.  
Bret Yates, Director of Marketing

N:\LAND\_PROJECTS\13205 GC Veterans Cemetery\Correspondences\Survey Proposal Rev 12-3-2013.docx



FEDERICI & AKIN, P.A.  
CONSULTING ENGINEERS

Joseph P. Federici, Jr. P.E., P.P.  
President  
Douglas E. Akin, P.L.S., P.P.  
Vice President

307 Greentree Road  
Sewell, New Jersey 08080  
856-589-1400  
Fax 856-582-7976

Bret T. Yates  
Director of Marketing

October 31, 2013  
File No. 13214

Mr. Vincent M. Voltaggio, County Engineer  
Gloucester County Engineering Department  
Gloucester County Building of Government Services  
1200 North Delsea Drive  
Clayton, NJ 08312

Re: Floodgates Road Levees  
Block 501, Lots 29, 30 & 34  
Logan Township, Gloucester County, NJ

Dear Mr. Voltaggio,

Federici & Akin, P.A. is very pleased to submit our proposal for the surveying needed for the subdivision of lands encompassing the levees near Floodgates Road.

We proposed to have our field crew locate the perimeter of the levees, Electric towers and property corners shown on the Boundary & Topography Survey prepared by James Sassano Associates, Inc. Additional survey work may be needed to establish what properties the levees are upon. GPS shots will be observed to place the project on the N.J. State Plane Coordinate System.

A preliminary plan will be drawn and forwarded to the County Engineering Department. The County will then direct our Office as to where they wish to have the proposed subdivision lines placed. A Plan of Subdivision would then be prepared with digital and sealed copies being forwarded to your office. A Meets and Bounds Description would also be prepared of the newly created lots and of the remaining lots. Newly created property corners will be set with rebars.

Based on the foregoing, we estimate our costs will not exceed the following total:

Lump Sum Fee to Provide these Services = \$14,500.00

Please confirm if we should proceed as we are ready to begin work upon your authorization. Should you have any questions or comments, please contact this office at your convenience.

Very truly yours,  
Federici & Akin, P.A.  
*Edward F. Kuhn, Jr.*  
Edward F. Kuhn, Jr., P.L.S.  
Director of Surveying

EFK:ek  
N:\LAND PROJECTS\13214 Floodgate Rd\Correspondence\Proposal.doc

ENGINEERING • SURVEYING • PLANNING

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

C5

Certificate of Availability of Funds

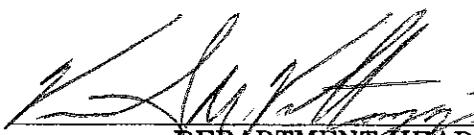
TREASURER'S NO. 14-00097 DATE January 09, 2014  
C-04-03-011-310-11203 (\$25,500.00)  
C-04-13-012-165-12234 (\$14,500.00) Engineering  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

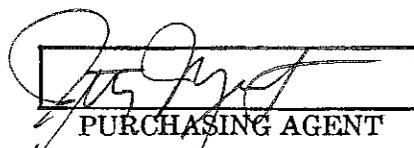
\$40,000.00

August E. Knestaut, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_  
DESCRIPTION: Professional Services Contract Amendment Increase #01, to an existing Professional Services Contract for the project "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," per RFP-13-046 to provide for additional Capital Projects Management Services, Engineering Project #13-13.

VENDOR: Federici & Akin, PA  
Consulting Engineers  
307 Greentree Road  
ADDRESS: Sewell, NJ 08080

 1-9-14  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-13-14

Meeting Date: January 22, 2014

CLP

**RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE JESSUP MILL BRIDGE 4-H-5 REPLACEMENT PROJECT**

**WHEREAS**, the Gloucester County Engineer has requested authority to submit an application and execute a grant contract with the New Jersey Department of Transportation for the Jessup Mill Replacement Project; and

**WHEREAS**, the funds anticipated to be received as aforesaid, will be used for the construction and replacement of Jessup Mill Bridge 4-H-5 in the Township of Mantua, County of Gloucester, Engineering Project #14-06.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the grant application for the above stated project is formally approved.

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board are hereby authorized to submit and the Clerk of the Board to attest to an electronic grant application identified as LBFN-2014 Gloucester County – 00008 to the New Jersey Department of Transportation for the aforementioned purpose on behalf of the County of Gloucester; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board are hereby authorized to sign the grant agreement and the Clerk of the Board to attest to on behalf of the County of Gloucester and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST**

**ROBERT N. DILELLA, CLERK**

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE COUNTY OF SALEM FOR THE PROVISION OF A HEALTH OFFICER FROM JANUARY 1, 2014 TO DECEMBER 31, 2018**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs and Gloucester County has personnel with expertise that could be effectively be shared with other governmental entities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes Gloucester County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

**WHEREAS**, Gloucester County and Salem County wish to enter into such a Shared Services Agreement for the provision of a Health Officer to provide services to the Salem County Department of Health.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to enter into a Shared Services Agreement with Salem County for the provision of a Health Officer from January 1, 2014 to December 31, 2018; and

**BE IT FURTHER RESOLVED**, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution. As the Appointing Authority, the County Administrator is authorized and directed to undertake all actions necessary to effectuate the provisions of this Shared Services Agreement; and

**BE IT FURTHER RESOLVED** that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Shared Services Agreement for the aforementioned purpose.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E1

**SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), is effective January 1, 2014, and is made by and between The County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester") and the County of Salem, a body politic and corporate of the State of New Jersey ("Salem").

**RECITALS**

**WHEREAS**, the County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with main offices located at 92 Market Street, Salem, New Jersey; and

**WHEREAS**, Gloucester and Salem would like to enter into a Shared Services Agreement for the provision by Gloucester of Health Officer services on behalf of Salem; and

**WHEREAS**, the Counties wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by each County; and

**WHEREAS**, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and,

**WHEREAS**, N.J.S.A. 26:1A-1, et seq. authorizes the maintenance and administration of the Public Health Officer on a cooperative basis.

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

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT.**

The Project for purposes of this Agreement shall consist of the maintenance and administration of a duly licensed Health Officer, on a cooperative basis by Gloucester and Salem, to carry out within the jurisdiction of Salem, a program to meet "Public health Practice Standards for Local Boards of Health in New Jersey", pursuant to new Jersey Administrative Code, Title 8, Chapter 52 as prescribed by the Public Health Council of the New Jersey Department of Health & Senior Services under the authority of N.J.S.A. 26: 1A-1, et seq. . The parties acknowledge that Gloucester will also enter into a separate Shared Services Agreement made by and between Gloucester and Salem for the provision of similar services.

**B. DESCRIPTION OF SERVICES.**

1. Gloucester shall provide a Health Officer, and Salem shall designate the County Health Officer of Gloucester, as its Health Officer. The said Health Officer shall be the enforcement agent of Salem for its Ordinances, Sanitary laws of the State of New Jersey and Environmental Laws of the State of New Jersey. The Health Officer shall report to the Director of Health in Salem and Gloucester. The Director of Health will be responsible for policy, programs, administration, budgeting and staff.
2. Salem shall pay Gloucester a negotiated annual amount for Health Officer services, including salary and benefit costs for the Gloucester Health Officer on a quarterly basis. Gloucester will bill Salem quarterly for the Health Officer's services. Future pay increases, benefit costs and other benefits ( i.e.: vacation, sick time and administrative leave) will be determined by Gloucester with notice to Salem. Actual benefit costs will vary from year to year and costs will be shared between Gloucester and Salem on an equal basis.
3. The Health Officer shall possess a New Jersey License, and shall serve on a part-time basis of 20 hours per week for the County of Salem.
4. Salem shall be an applicant and recipient, as requested by the State of New Jersey, of any State Aid or other resources to which Salem has entitlement. The Health Officer in conjunction with the Director is to provide approval and oversight of all state grants and funds.
5. Gloucester shall provide the services of the Health Officer specified herein from January 1, 2014 through December 31, 2018.
6. Salem shall provide an office for the exclusive use of the Health Officer.
7. Salem shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet Public Health Practice Standards designated by the New Jersey Public Health Council of the New Jersey Department of Health & Senior Services. Such ordinances shall remain in effect during the period of this contract.
8. Under this contract, the Health Officer of Gloucester, is the general agent of Salem, and such agent shall have full powers of performance and maintenance of the services contracted for and authority to undertake any ancillary operation reasonably necessary to carry out the duties, of Health Officer, including all powers of enforcement and administrative regulation which are or may be exercised by Salem, except as such powers are limited by the terms of this contract itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent party unless such part or share is provided for in this contract or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40:8 A-1, et seq., for entering into a contract.

9. Salem and Gloucester presently maintain separate health staff to meet all statutory and regulatory obligations for the operation of the office. The Health Officer will coordinate required program activities with each jurisdiction and their respective employees. Each County shall maintain an annual operational budget, approved by each jurisdiction's Board of Chosen Freeholders to maintain respective operations.
10. In order to monitor the terms of this agreement, retain oversight of all Health requirements and activities, facilitate solutions of common problems and to explore other possible shared services relating to Health Department activities, the Health Officer will meet with designated representatives of both Gloucester and Salem County to ensure continuity of operations exist, various needs are met, and future needs and recommendations are considered, at least once a year. Minutes shall be taken and recorded.
11. This contract is to be approved by the adoption of a resolution by Salem and a Resolution by Gloucester pursuant to the Shared Services Act, (N.J.S.A. 40:8A-1, et seq.).

**C.**

**SALEM OBLIGATIONS.**

1. Salem shall pay Gloucester \$72,680.00 for the first year of this contract in equal monthly installments.
2. In addition to the compensation described in paragraph C. 1, above, Salem shall reimburse Gloucester for any portion of any demonstrable increase in insurance premiums, which might avail. The amount of the payment requested in the form of reimbursement shall be calculated by Gloucester and provided to Salem with appropriate supporting documentation. Salem will make payment of the reimbursement amount within ninety (90) days of receipt of the documentation.
3. Nothing contained herein shall be construed as altering in any way the legal obligation of Salem County, or any municipality located within Salem County, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving Salem. In the event that any claim shall be brought against the Health Officer from matters occurring in Salem, then Salem shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

**D. TERM.**

This Agreement shall commence on January 1, 2014 and conclude December 31, 2018. Either party may terminate this agreement upon one hundred and twenty (120) days written notice to the other.

**E. INSURANCE AND INDEMNIFICATION.**

Gloucester and Salem shall each maintain policies of liability insurance providing coverage for claims against the Health Officer. Gloucester's policy shall name Salem as an additional insured; Salem's policy shall name Gloucester as an additional insured.

Each County shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of or in response of the Health Officer's actions.

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

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Gloucester, Salem and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

Gloucester and Salem agree as follows:

- (i) Gloucester shall give an authorized Salem representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and Salem shall give an authorized Gloucester representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) Gloucester shall not, without the prior written consent of Salem, adjust, settle or compromise any such claim, suit or action with respect to the Office, and Salem shall not, without the prior written consent of Gloucester, adjust, settle or compromise any such claim, suit or action with respect to the Office.

**F. REPORT OF SERVICES.**

Upon request, the Health Officer shall provide a written report every six (6) months detailing the activities and services performed for Salem. Said report shall be provided to Salem in a timely fashion, at the address specified herein.

**G. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by Gloucester to Salem, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation and activities related to a New Jersey State licensed Health Officer on a cooperative basis.

Neither Gloucester nor Salem intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations pursuant to the Agreement.

**H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County, in his or her individual capacity, and neither the officers, agents or employees of either County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**J. 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 Gloucester, Salem and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** Salem and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Office or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be deemed to be effective as of January 1, 2014, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DILELLA, CLERK

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF SALEM

\_\_\_\_\_  
EVERN D. FORD,  
ADMINISTRATOR/CLERK

\_\_\_\_\_  
JULIE ACTON, DIRECTOR

---

---

**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**THE COUNTY OF SALEM, NEW JERSEY**

**FOR THE PROVISION OF HEALTH OFFICER SERVICES**

**FOR THE PERIOD BEGINNING January 1, 2014 AND CONCLUDING December 31, 2018**

**Dated: \_\_\_\_\_**

---

---

Ed

**RESOLUTION AUTHORIZING A CONTRACT WITH THE DIGITAL HEALTH DEPARTMENT TO SUPPLY A DATA MANAGEMENT SYSTEM FOR THE GLOUCESTER COUNTY HEALTH, SENIOR & DISABILITIES SERVICES DEPARTMENT FOR A TOTAL CONTRACT AMOUNT OF \$72,875.00 FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015**

**WHEREAS**, there is a need by the County of Gloucester for a Data Management System for the Gloucester County Health, Senior & Disabilities Services Department; and

**WHEREAS**, the County of Gloucester has advertised for the receipt of public bids for a Data Management System for the Gloucester County Health, Senior & Disabilities Services Department; and

**WHEREAS**, after following proper public bidding procedure, it was determined that The Digital Health Department of 7506 E. Independence Blvd., Charlotte, NC 28227 was the lowest responsive and responsible bidder to provide said the above services, for a total contract amount of \$72,875.00, as more specifically described in the bid specifications **PD 013-052**; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$72,875.00 pursuant to CAF#14-00233, which amount shall be charged against budget line item #T-03-08-505-330-21653.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract with The Digital Health Department to effectuate the purposes set forth in the attached contract from February 1, 2014 to January 31, 2015 for a total contract amount of \$72,875.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, and State of New Jersey held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Ed

**CONTRACT BETWEEN  
THE DIGITAL HEALTH DEPARTMENT  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of February, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "County"), and **THE DIGITAL HEALTH DEPARTMENT**, with offices at 7506 E. Independence Blvd., Charlotte, NC 28227, (hereinafter referred to as "Vendor").

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for a Data Management System for the Gloucester County Health, Senior & Disabilities Services Department as set forth in PD 013-052; and

**WHEREAS**, The 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. **TERM**. This Contract shall be for the period of one year from February 1, 2014 to January 31, 2015.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 013-052, for a total contract amount of **\$72,875.00**.

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 013-052, which is incorporated herein and made part of hereof by reference. Should a conflict occur 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 PD 013-052, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, not 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 Vendor 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 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.

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

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

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

policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

18. **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 Vendor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** 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.

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 and the specifications identified as PD 013-052, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract or the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of February, 2014

**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. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**THE DIGITAL HEALTH DEPARTMENT**

\_\_\_\_\_  
**(Please Print Name)**

EQ

<p>PD 013-052          Bid Opening 12/4/2013          10:00am</p>			
<p>SPECIFICATIONS AND PROPOSAL FORM          A DATA MANAGEMENT SYSTEM FOR THE          GLOUCESTER COUNTY HEALTH DEPARTMENT</p>		<p><b>VENDOR:</b>          Digital Health Department          7506 E Independence Blvd.          Charlotte, NC 28227          Rahul Saxena, President          704-285-7500          877-329-8413 FAX</p>	
<p>Computer Software with various modules          including training, Maintenance Service,          System Hosting and Customer Support</p>			
<p>Lump Sum</p>		<p>\$72,875.00</p>	
<p>Delivery Date</p>		<p>300 Days</p>	
<p>Variations:</p>		<p>None</p>	
<p>Will you extend your prices to local government          entities within the County</p>		<p>No</p>	
<p>THIS IS A ONE YEAR CONTRACT</p>			
<p>Bid specifications sent to:</p>			
<p>Micro Strategies, AWC Networks, ADP, Corrigan Manning Co., Computer Troubleshooters          Advanta Government Services, Xybion, Infa Technologies, Murali Krishnan          Xerox Corp., Rakhi Patil, Public Consulting Group, 22nd Century Technologies, Milliman Inc., LabWare Inc.,          Natus Medical Inc, Pixstar, Clinical Works, Total Mission Solutions, Symphony Healthcare,          Optum Insight, Pluraigoft Inc., Cognizant Technology Solutions, Client Track Inc., Joseph Conley</p>			
<p>Peter M. Mercanti          Purchasing Director</p>			

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

ED

Certificate of Availability of Funds

TREASURER'S NO. 14-00233 DATE January 10, 2014

BUDGET NUMBER - CURRENT YR T-03-08-505-330-21653 B DEPARTMENT Health

AMOUNT OF CERTIFICATION \$72,875.00 COUNTY COUNSEL Tony Fiola, Esq.

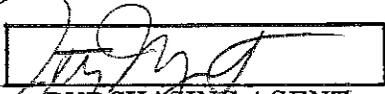
DESCRIPTION: Data Management System for the Gloucester County Health Department to be purchased using Trust A/C funding under Bid Specifications PD#013-052.

VENDOR: Digital Health Department

ADDRESS: 7506 E. Independence Blvd

Charlotte, NC 28227

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-14-14

Jan. 22, 2014  
Freeholder  
Meeting

EB

**RESOLUTION AUTHORIZING APPLICATION RENEWAL WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION #2014-05139-0191-00 FISCAL YEAR 2014 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$10,558.00**

**WHEREAS**, the NJ Department of Community Affairs provides grant funds to assist with administrative costs to administer the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System; and

**WHEREAS**, grant agreement #2014-05139-0191-00 for LIHEAP CWA Administration Fiscal Year 2014 shall be for a total amount of \$10,558.00; and

**WHEREAS**, it would be beneficial to the County of Gloucester to enter into an agreement with the New Jersey Department of Community Affairs for said funds to be utilized for the above purposes.

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

1. That the County of Gloucester does hereby approve and authorize an application and agreement #2014-05139-0191-00 with the NJ Department of Community Affairs for *LIHEAP CWA Administration Fiscal Year 2014*, and accepts the award of funds on behalf of the Gloucester County Division of Social Services in the total amount of \$10,558.00, for the hereinabove purposes.
2. 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 utilize the funds pursuant to the terms of said agreement between the County of Gloucester and the NJ Department of Community Affairs for the hereinabove purposes.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E4

**RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS  
PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL  
SERVICES FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015, IN AN AMOUNT NOT  
TO EXCEED \$400,000.00**

**WHEREAS**, as per Division of Family Development Instruction No. 07-7-2, Regulatory Reference: N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to WFNJ/GA/TANF recipients; and

**WHEREAS**, recipient clients having no transportation must still travel for purposes such as search for housing; attending mandatory bi-monthly housing workshops; looking for and retaining employment; attending One Stop employment-related activities; and, for medical transportation; and

**WHEREAS**, participation in such program activities by Social Services' clients is an important part of the effectiveness of the Social Services programs, and the provision of NJ Transit bus passes for program participants will enable them to meet program goals; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5, said bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding, since New Jersey Transit is an agency or authority of the State of New Jersey; and

**WHEREAS**, the funds for this activity are provided and paid for from a combination of program funds, and grant monies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester authorizes the Gloucester County Division of Social Services to purchase bus passes from New Jersey Transit for clients receiving financial and housing assistance for the purpose of enabling the clients to participate and make transportation services available to WFNJ/GA/TANF Recipients to attend mandatory housing workshops, to look for and pertain to employment, to attend One-Stop employment related activities and for medical transportation as provided by statute as authorized by the New Jersey Administrative Code from February 1, 2014 to January 31, 2015, in an amount not to exceed \$400,000.00; and

**BE IT FURTHER RESOLVED**, these services are provided on an as-needed basis and are therefore open-ended; before any purchase be made, 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, State of New Jersey, held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F1

**RESOLUTION AUTHORIZING A CONTRACT WITH THE LAND CONSERVANCY  
OF NEW JERSEY FOR THE UPDATE OF THE 2008 GLOUCESTER COUNTY  
FARMLAND PRESERVATION PLAN AND THE PREPARATION AND SUBMISSION  
OF THE GLOUCESTER COUNTY FY2016 PLANNING INCENTIVE GRANT (PIG)  
APPLICATION FOR AN AMOUNT NOT TO EXCEED \$25,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need for an update of the *2008 Gloucester County Farmland Preservation Plan* and the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG); and

**WHEREAS**, the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG) includes the required ArcGIS mapping for up to twenty (20) farmland preservations projects; and

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

**WHEREAS**, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the evaluation based on the established criteria, concluded that the following firm has submitted a proposal evidencing that they are ready, willing and able to perform the services if requested:

- The Land Conservancy of New Jersey, 19 Boonton Avenue, Boonton, NJ, 07005; and

**WHEREAS**, said contract for an update of the *2008 Gloucester County Farmland Preservation Plan* and the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG), with an amount not to exceed \$25,000.00, as per RFP #013-052; and accordingly no CAFs are required regarding availability of funds, as these are open-ended contracts; and

**WHEREAS**, even though a Certificate of Availability of Funds (hereinafter "CAF") is not required at this time, the Purchasing Agent for the County has certified the availability of funds for the said services in the amount of \$25,000.00, pursuant to CAF #14-00105, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. That a contract for an update of the *2008 Gloucester County Farmland Preservation Plan* and the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG), be awarded to: The Land Conservancy of New Jersey, 19 Boonton Avenue, Boonton, NJ, 07005, for a period of one (1) year from January 22, 2014 to January 21, 2015, in an amount not to exceed \$25,000.00;
2. That the Director of the Board is, hereby authorized to execute the contracts and the Clerk of the Board is authorized to attest to the Contracts for the aforementioned purpose on behalf of the County; and

**BE IT FURTHER RESOLVED**, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, 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 Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, Woodbury, New Jersey.



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F1

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND THE LAND CONSERVANCY OF NEW JERSEY**

**THIS CONTRACT** is made this 22<sup>nd</sup> day of **January, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **The Land Conservancy of New Jersey**, with offices at **19 Boonton Ave., Boonton, NJ, 07005**, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for an update of the *2008 Gloucester County Farmland Preservation Plan* and the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG); and

**WHEREAS**, the preparation and submission of the Gloucester County FY2016 Planning Incentive Grant (PIG) includes the required ArcGIS mapping for up to 20 farmland preservations projects; and

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

**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 OF SERVICES.** The term of services authorized under this agreement shall begin on **January 22, 2014**, and end on **January 21, 2015**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated **November 19, 2013** (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-052. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$25,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 RFP#13-052, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP#13-052.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

**A.** Pursuant to the termination provisions set forth in the Bid Specification, 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.

**7. 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. 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.

**9. INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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.

**10. SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses 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.

**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 Contractor shall be suspended without liability for the period during which the County is so prevented.

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

**13. PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

**14. 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.

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

**16. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 13-052 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP#13-052, this Contract shall prevail. Should there occur a conflict between this Contract or RFP#13-052, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 22<sup>nd</sup> day of **January, 2014.**

**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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**THE LAND CONSERVANCY OF NEW JERSEY**

\_\_\_\_\_  
**BY: \_\_\_\_\_**  
**DAVID EPSTEIN, PRESIDENT**

A

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

RFP-13-052 – Update of Gloucester County Farmland Preservation Plan –  
Land Conservancy of New Jersey

<p align="center"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p align="center"><b>SCORE</b></p>
<p><b>A. Technical Proposal contains all required information</b> All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	<p align="center">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> <u>25</u> points.</p> <p>Staff has vast experience with Farmland Plans/PIG applications.</p>	<p align="center">23</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> <u>25</u> points.</p> <p>Vendor was the consultant on the County's original Farmland Plan/PIG application.</p>	<p align="center">24</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>25</u> points.</p> <p>Plan is relevant and meets all requirements.</p>	<p align="center">23</p>
<p><b>E. Reasonableness of Cost Proposal</b> <u>20</u> points.</p> <p>Only vendor to submit. Cost is consistent with other similar projects.</p>	<p align="center">18</p>
<p><b>TOTALS</b></p>	<p align="center">93</p>

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

A1

Certificate of Availability of Funds

TREASURER'S NO. 14-00105 DATE January 9, 2014

T-03-08-509-372-20548  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$25,000.00 COUNTY COUNSEL Emmett Primas, Esq.

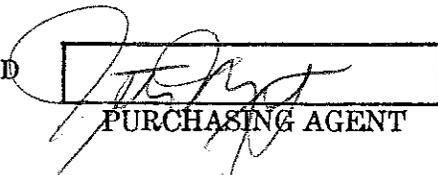
DESCRIPTION: 

Resolution authorizing a contract with the Land Conservancy of New Jersey for the update of The 2008 Gloucester County Farmland Preservation Plan and the preparation and submission of The Gloucester County FY2016 Planning Incentive Grant (PIG) application for an amount not to Exceed \$25,000.00  <u>RFP-13-052</u>
--

VENDOR: The Land Conservancy of NJ

ADDRESS: 19 Boonton Avenue  
Boonton, NJ 07005

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-10-14

January 22, 2014  
Freeholder Meeting

61

**RESOLUTION AUTHORIZING RENEWAL OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY, GLOUCESTER COUNTY COLLEGE AND THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND VOCATIONAL SCHOOL DISTRICT OF GLOUCESTER COUNTY FOR LAW ENFORCEMENT PATROL SERVICES ON THE CAMPUSES OF GLOUCESTER COUNTY COLLEGE, GLOUCESTER COUNTY INTSITUTE OF TECHNOLOGY AND SPECIAL SERVICES SCHOOL DISTRICT, FOR A FOUR-YEAR PERIOD ENDING OCTOBER 21, 2017, AT THE HOURLY RATE OF \$74.14**

**WHEREAS**, there is presently in effect a Shared Services Agreement ("Agreement") between the County and Gloucester County College ("College") and the Board Of Education of the Special Services School District and Vocational School District of Gloucester County ("Board") for the provision of law enforcement patrol services by the County on the campuses of Gloucester County College, Gloucester County Institute of Technology and Gloucester County Special Services School District; and

**WHEREAS**, there remains a need for law enforcement patrol services, and all parties desire to renew the Agreement for an additional four year period from October 22, 2013 through October 21, 2017; and

**WHEREAS**, the renewed Agreement provides for a rate of \$74.14 for each hour of law enforcement patrol services; and

**WHEREAS**, all of the remaining terms and conditions of the current Agreement will remain in full force and effect; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units to enter into agreements for the provision of shared services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a renewal of the Shared Services Agreement between the County, Gloucester County the College and the Board of Education of the Special Services School District and Vocational School District of Gloucester County for the provision of law enforcement patrol services by the County pursuant to the terms and conditions of the Shared Services Agreement.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

G/

---

---

**RENEWAL OF SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**GLOUCESTER COUNTY COLLEGE**

**AND**

**THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT  
AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER**

**FOR THE PROVISION OF LAW ENFORCEMENT PATROL SERVICES ON THE  
CAMPUSES OF GLOUCESTER COUNTY COLLEGE, GLOUCESTER  
COUNTY INSTITUTE OF TECHNOLOGY AND GLOUCESTER  
COUNTY SPECIAL SERVICES SCHOOL DISTRICT**

**Dated: October 22, 2013**

---

---

Prepared by: Anthony J. Fiola,  
Assistant Gloucester County Counsel

**THIS SHARED SERVICES AGREEMENT**, dated October 22, 2013, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Gloucester County College ("College"), The Board of Education of the Special Services School District and Vocational School District of the County of Gloucester ("Board"):

**WHEREAS**, there is presently in effect a Shared Services Agreement between the County, the College and the Board for the County to provide law enforcement patrol services on the Gloucester County College campus and on the Gloucester County Institute of Technology and Gloucester County Special Services School District campuses; and

**WHEREAS**, the parties desire to renew the Agreement, based on the terms and conditions stated herein, for the period October 22, 2013, through October 21, 2017; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the parties to enter into this renewal agreement;

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

- A. The original Agreement between the parties for the provision of law enforcement patrol services by the County on the respective campuses of the College and the Board is renewed for the period October 22, 2013, through October 21, 2017.
- B. In accordance with Section C.2. of the original agreement, the rate of compensation to the County will be \$74.14 for each hour of law enforcement patrol services provided.
- C. All of the remaining terms and conditions of the original Agreement shall remain in full force and effect.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**GLOUCESTER COUNTY COLLEGE**

\_\_\_\_\_  
**BY:**

**ATTEST:**

**CONSOLIDATED BOARD OF EDUCATION**

\_\_\_\_\_  
**BY:**

G2

**RESOLUTION AUTHORIZING AN ACCESS AGREEMENT TO  
JERSEY UNIQUE MINDS PARANORMAL SOCIETY FOR ENTRY TO  
THE GLOUCESTER COUNTY JAIL FOR THE PURPOSE OF  
CONDUCTING AN EXPERIMENT INTO ANY PARANORMAL ACTIVITY  
WHICH MAY OCCUR WITHIN THE DWELLING**

**WHEREAS**, County is the owner of the Gloucester County Jail, located at 70 Hunter Street, Woodbury, New Jersey 08096(hereinafter "GC Jail"); and

**WHEREAS**, Jersey Unique Minds Paranormal Society, with offices at 132 Amwellbury Road, Salem, NJ 08079 seeks entry to the GC Jail for the purpose of conducting an experiment into any paranormal activity which may occur within the dwelling thereof and in this Resolution and Access Agreement are collectively referred to as the "Researching Party"; and

**WHEREAS**, County desires to accommodate this study, subject to the Researching Party obtaining the requisite licenses and permits, and (b) compliance with the terms of the Access Agreement and with absolutely no obligation upon the County to provide supervision, security, control or maintenance.

**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 to execute, and the Clerk of the Board is hereby authorized to attest to the Access Agreement by and between the County and Jersey Unique Minds Paranormal Society, for paranormal research at the GC Jail between the hours of 6:00 p.m. and 4:30 a.m., on Friday, January 31, 2014 and February 1, 2014.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Ga

**ACCESS AGREEMENT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
JERSEY UNIQUE MINDS PARANORMAL SOCIETY**

**THIS AGREEMENT** is entered into this 22<sup>nd</sup> day of January, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **JERSEY UNIQUE MINDS PARANORMAL SOCIETY** with an office at 132 Amwellbury Road, Salem, NJ 08079, hereinafter referred to as "**Organization**".

**WHEREAS**, County is the owner of the Gloucester County Jail, located at 70 Hunter Street, Woodbury, New Jersey; and

**WHEREAS**, Organization seeks entry to the Gloucester County Jail for the purpose of conducting an experiment into any paranormal activity which may occur within the dwelling; and

**WHEREAS**, County desires to accommodate the Organization, consistent with the terms of this Agreement and any and all County rules governing the jail.

**NOW, THEREFORE**, and in consideration of the performance of the mutual promises made by and between County and Organization as described in this Agreement, the parties, for themselves, and their successors and assigns, hereby agree as follows:

**AGREEMENT**

1. **PREMISES**. County hereby agrees to allow Organization access to the Gloucester County Jail (hereinafter the "Jail") between the hours of 6:00 p.m. and 4:30 a.m. on January 31, 2014 and February 1, 2014. The Parties acknowledge that these hours are outside the normal business hours for the Jail. County hereby gives Organization a revocable license to access only; and specifically does not convey any other right, title, interest or privilege of any kind.
2. **USE OF THE PREMISES**. The Jail shall be available only for the Organization's exclusive tour on January 31, 2014 and February 1, 2014.

The Organization shall not be obligated to pay a fee for access to the Jail; and

Access to the Jail by Organization is limited to Doug Hogate, Jr. and a team of 10 persons.

3. **INDEMNIFICATION**. The Organization shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disabilities, including death, to employees, members, participants, guests, and invitees of the Organization, or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants, independent contractors, guests and invitees, or from the Organization's failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from Organization's performance or failure to perform pursuant to the terms and provisions of this Agreement. The Organization'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.

4. **INSURANCE.** To obtain access to the Jail during the hours requested, Organization shall obtain the following minimum insurance coverage, as specified below, with a company or companies licensed or otherwise authorized to do business in the State of New Jersey:

General Liability (including, but not limited to, personal injury, premises, property damage) with a minimum limit combined single limit of \$500,000 per occurrence / \$500,000 annual aggregate for "not-for-profit" organizations and \$1,000,000 per occurrence / \$1,000,000 annual aggregate for "for profit" organizations.

The Organization shall not be permitted access to the Jail until it has submitted a Certificate of Insurance evidencing such insurance coverage. County shall be noted as a Certificate Holder on the Certificate of Insurance.

5. **LICENSE; TERMINATION.** The parties acknowledge that this Agreement constitutes a revocable license to access only, which license may be revoked by the County in its sole discretion, and at any time convenient to the County.

County shall provide notice of such termination to Organization at the address set forth above. Upon termination, Organization shall remove themselves and all objects, which it may have placed in the Jail, and leave the same in the same condition as it found it at the commencement of this Agreement.

The County may immediately, and without notice, terminate this Agreement, and the license granted herein, if the Organization, or any of its employees, members, participants, guests or invitees, violate any of the terms of this Agreement, or violate any of the County's Rules.

This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Jail.

6. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organization is an independent organization, and has no agency or other formal relationship with the County beyond the relationship created by the terms of this Agreement.

7. **APPLICABLE LAW.** The application and/or interpretation of this Agreement, and the rights and obligations of the parties to the Agreement, shall be governed by the laws of the State of New Jersey.
  
8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned by the Organization, except as otherwise agreed in writing by both parties. Any attempted assignment without such written consent shall be void with respect to the County, and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**WITNESS:**

**JERSEY UNIQUE MINDS PARANORMAL  
SOCIETY**

\_\_\_\_\_  
**DOUG HOGATE, JR.**

G3

**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$365,141.00**

**WHEREAS**, the County of Gloucester has a need for services in the printing of ballots for the Primary, General, Special and all School Board elections for the year 2014; and

**WHEREAS**, the Clerk of Gloucester County recommends that said services be provided by Paulsboro Printers, LLC of 22 E. Washington Street, Paulsboro, New Jersey 08066; and

**WHEREAS**, the cost proposal of Paulsboro Printers, LLC is estimated for an amount not to exceed \$365,141.00 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 first three months of this contract are subject to the certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2014 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months of 2014 is conditioned upon the approval of the 2014 Gloucester County budget; 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 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 contract between the County of Gloucester and Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Primary, General, Special, and all School Board Elections from January 1, 2014 to December 31, 2014, for an amount not to exceed \$365,141.00.

**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.

**BE IT FURTHER RESOLVED** that continuation of this contract beyond the first three (3) months of 2014 is conditioned upon the approval of the 2014 Gloucester County budget.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

63

**CONTRACT BETWEEN  
PAULSBORO PRINTERS, LLC  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 22nd day of January 2014, 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, New Jersey 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 all Gloucester County 2014 Primary, General, Special and School Board Elections; 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 January 1, 2014 and concluding December 31, 2014.
2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$365,141.00.

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

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 22<sup>nd</sup> day of January, 2014.

**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**

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$365,141.00 for the year (open-ended). 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 which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

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.

# PAULSBORO PRINTERS, LLC

22 EAST WASHINGTON STREET :: PAULSBORO, NJ 08066

856.423.1200 :: 856.423.9797

paulsboroprinters@mac.com

G3

November 6, 2013

To: Mr. James N. Hogan, County Clerk of Gloucester

From: Barbara Tierno, Paulsboro Printers LLC

Re: 2013 ELECTION CYCLE	<u>ACTUALS</u>	<u>QUOTED</u>
Annual School Election:	\$6,168.00	\$25,000.00
Annual Primary Election:	\$123,121.00	\$160,000.00
Annual Special Primary Election:	\$89,005.75	\$104,000.00
Annual Special General Election: <i>(Increase number of Provisional Ballots used)</i>	\$100,187.00	\$98,750.00
Canvasser's Reports (Special Primary & General Election):	\$739.00	\$1,200.00
Annual General Election:	\$135,519.00	\$158,700.00
Special School Elections:	\$0	\$40,000.00
Canvasser's Reports (Primary & General Election):	\$1,740.00	\$1,800.00
	<u>Actual Totals:</u>	<u>Quoted:</u>
	\$456,479.75	\$589,450.00

## PROJECTED ESTIMATES FOR 2014 Election Cycle (229 Districts)

Annual School Election: \$15,000.00

*Schools pay for this*

Annual Primary Election: \$165,000.00

*Municipalities pay for this*

Annual General Election: \$143,000.00 *(see more detailed estimates provided separately)*

Special School Elections: \$40,000.00

*Schools pay for this*

Canvasser's Reports (Primary & General Election): \$1,900.00

Totals:

\$364,900.00

# PAULSBORO PRINTERS, LLC

22 EAST WASHINGTON STREET :: PAULSBORO, NJ 08066

856.423.1200 :: 856.423.9797

paulsboroprinters@mac.com

**November 5, 2013**

To: James N. Hogan, Gloucester County Clerk

From: Barbara Tierno, Paulsboro Printers

**Re: 2014 General Election**

## QUOTE

Preliminary Price Quote based on approximately 225,000 Registered Voters (Active - Inactive). Price reflects 229 Polling Districts. 25,000 Mail-In Ballots of which approximately 900 are used for Set-Up and the Public Test Run of Automated Equipment, Mail-In Ballots for E-mail, Provisional Ballots 30 Ballots per District, Sample Ballots using 70# White Offset, Web Ballots.

Mail-In Ballots including ballots prepared for email voters:

**\$23,000.00**

Provisional Ballots based on 30 per District:

**\$6,000.00**

Emergency Ballots for 229 Districts using 2 Machines and 0 Districts using 3 Machines:

**\$8,000.00**

Official/Back-Up Ballots for 229 Districts using 2 Machines and 0 Districts using 3 Machines, includes, set-up, proofing and ballots for provided for machine coding:

**\$58,000.00**

Sample Ballots, Includes Ballots for the Polls and any text transmitted for disabled voters, Sample ballots for County web site prepared, preparing Spanish Sample Ballots from supplied translations for approximately 2 Districts:

**\$48,000.00**

---

**Totals:**

**\$143,000.00**

Thank you,  
Barbara A. Tierno

G4

**RESOLUTION AUTHORIZING STATE CONTRACT A83050 WITH THE  
INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY  
OF NORTH FLORIDA FROM JANUARY 1, 2014 TO SEPTEMBER 30, 2014  
IN AN AMOUNT NOT TO EXCEED \$10,500.00**

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

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems it necessary to provide courses for members of law enforcement in order to benefit citizens of Gloucester County, by providing more thorough investigative skills to County law enforcement personnel; and

**WHEREAS**, it has been determined that the Gloucester County Prosecutor's Office can purchase services, via State Contract No. A83050, from the Institute of Police Technology and Management, University of North Florida, 12000 Alumni Drive, Jacksonville, FL 32224, relative to Human Factors in Traffic Crash Reconstruction courses to be held at the Gloucester County Police Academy, said courses to be attended by law enforcement personnel; and

**WHEREAS**, these instructor fee services will be paid for through the State of New Jersey funded comprehensive Highway Safety Taskforce Grant Number CP-14-08-01-12

**WHEREAS**, the contract shall be for estimated units of service in an amount not to exceed \$10,500.00, from January 1, 2014 to September 30, 2014. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchases; 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 State contract A83050 is hereby authorized for professional services by the Institute of Police Technology, University of North Florida for the hereinabove purpose, from January 1, 2014 to September 30, 2014, in an amount not to exceed \$10,500.00.

**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 Comprehensive Traffic Safety Taskforce Grant 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 January 22, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**