FINAL AGENDA

Approval of the closed session minutes from February 19, 2014 and March 5, 2014.

P-1 Proclamation is in recognition of the Deptford High School Jazz Ensemble on winning First Place at the 46th Annual Berklee High School Jazz Festival (National Competition) in Boston, Massachusetts on 2/07/14 through 2/09/14 (DiMarco) (to be presented)

P-2 Proclamation Recognizing the Week of April 6 -12, 2014 as the Week of the Young Child (Taliaferro) (previously presented)

P-3 Proclamation Proclaiming April 2014 as Child Abuse Prevention Month (Taliaferro) (previously presented)

P-4 Proclamation Proclaiming April as Sexual Assault Awareness Month (Taliaferro) (previously presented)

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
FREEHOLDER CHILA

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED JAYMIE WHITLEY V. GLOUCESTER COUNTY, C.P. NO. 2011-14361.

The general nature of the subject to be discussed at the closed meeting of April 2, 2014, shall be the possible settlement of the above workers' compensation matter. The Petitioner is represented by the law firm of Hoffman DiMuzio.

A-2 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THEPURCHASE OF THE REAL PROPERTY LOCATED AT 476 SALEM AVENUE, WOODBURY, GLOUCESTER COUNTY, NEW JERSEY, AND KNOWN AS LOT 16.01, BLOCK 62 ON THE CITY OF WOODBURY OFFICIAL TAX MAP

The County of Gloucester (hereinafter the "County") is the owner of certain real property located at 476 Salem Avenue, Woodbury, Gloucester County, New Jersey, which is known as Lot 16.01, Block 62 on the Official Tax Map (hereinafter the "Property"). The Property is no longer needed by the County for any public purpose or use, so the County authorized the sale of the Property under and pursuant to, and consistent with, the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. (hereinafter the "Local Lands Law") by and through a Resolution adopted at a regular meeting of the Freeholder Board on November 6, 2013. The County is authorized to sell real property, such as the Property, consistent with the Local Lands Law upon a determination that a property is no longer required for any public purpose or use. Consistent with the Local Lands Law, the County exposed the Property to sale by auction on March 27, 2014. The only bidder was TCW Equities, LLC (hereinafter "TCW"), which initially bid $10,200.00 and revised its said bid to $25,000.00. The attached resolution would authorize acceptance of the TCW bid by the County for the Property, and the entry into an appropriate Agreement of Sale by the County with TCW for purposes of delineating the terms and conditions under which the sale of the Property will occur. The Agreement of Sale will be consistent with the parameters previously established by the Board of Chosen Freeholders, and the terms and provisions of the Local Lands Law. The attached Resolution also authorizes after the entry into an appropriate Agreement of Sale, and that all steps then be taken to transfer title of the Property to TCW by and through a closing.

A-3 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR THE PROVISION OF CONSTRUCTION PROJECTS AND SHARING EQUIPMENT FROM APRIL 2, 2014 TO APRIL 1, 2024.

This resolution authorizes Shared Services Agreements with the Gloucester County Utilities Authority for the provision of construction projects and sharing equipment from April 2, 2014 to April 1, 2024 at no cost to the County.

A-4 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 Department is requesting a resolution to approve, as part of the Administrative Code, three revisions to certain parts of the existing manual (PER-6). These existing policies were reviewed and modified for accuracy due to evolution and to continue functional change. These changes will make the

Human Resources Manual a better management tool for the County and provide clearer direction to employees.

- *Section 5.1*, Health Benefits: Revised paragraph regarding health benefit contributions for retirees in accordance with a 2012 State Health Benefit fact sheet.
- *Section 7.4*, Hours of Work: Revised to clarify the window of time in which lunch breaks should occur. In accordance with an HR memorandum that was issued December 11, 2009, lunch breaks may start as early as 11 AM, and further clarified that lunch breaks should be concluded no later than 2 PM.
- *Section 9.4*, Workspaces and Workplaces: Revised to clarify that smoking policy pertains to various items such as smokeless cigarettes and pipes, and that it applies to employees, visitors, contractors, etc.

A-5 RESOLUTION TO CONTRACT WITH J. MCHALE & ASSOCIATES, INC., NORTHSTAR APPRAISAL COMPANY AND STEVEN W. BARTELT, MAI FOR APPRAISAL SERVICES FROM APRIL 2, 2014 TO APRIL 1, 2015 IN AN AMOUNT NOT TO EXCEED $25,000.00 FOR EACH CONTRACT. Resolution authorizing an award of a split RFP-014-016 for three (3) contracts, each for a period of one year from April 2, 2014 to April 1, 2015 to 1) J. McHale & Associates, Inc., for an amount not to exceed $25,000.00; 2) Northstar Appraisal Company for an amount not to exceed $25,000.00; and 3) Steven W. Bartelt, MAI for an amount not to exceed $25,000.00. The County is responsible for the defense of tax appeals and it may become necessary to engage appraisers in the defense of such appeals.

DEPARTMENT OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS — **FREEHOLDER CHILA**, **FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH CONTEMPORARY GRAPHICS, INC., FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS, FROM MARCH 13, 2014 TO MARCH 12, 2015, IN AN AMOUNT NOT TO EXCEED $38,000.00.

Resolution authorizing the execution of a contract with Contemporary Graphics, Inc. for services in the mailing of sample ballots for the Primary, General, Special, and all School Board Elections, from March 13, 2014 to March 12, 2015, in an amount not to exceed $38,000.00. The services to be performed are election expenses and is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1). 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.

B-2 RESOLUTION NAMING CPR RESTORATION & CLEANING SERVICE, LLC AS AN APPROVED BOARD-UP SERVICE PROVIDER TO BE MADE AVAILABLE ON AN AS NEEDED BASIS TO HOME OWNERS, FIRE COMPANIES, BUSINESS OWNERS AND/OR RESPONSIBLE PARTIES.

The County maintains a list of approved contractors who supply board-up services, at the request of local Fire Officials and Fire Chiefs. The County Purchasing Agent requested proposals, via RFP-14-007. Potential Contractors were asked to supply their New Jersey State business registration, list of equipment, proof of insurance, and a cost proposal. Examples of certain charges were also to be supplied in their proposal for purpose of evaluation. CPR Restoration & Cleaning Service, LLC responded and supplied the necessary documentation. The current list of approved contractors is maintained at the Emergency Response Center.

B-3 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 HAZARDOUS MATERIALS EMERGENCY PROGRAM GRANT FROM THE NEW JERSEY STATE POLICE UNDER THE EMERGENCY MANAGEMENT SECTION IN THE AMOUNT OF $29,750.00 WITH A FUNDING PERIOD FROM SEPTEMBER 30, 2013 TO SEPTEMBER 30, 2014 WHICH WILL PROVIDE FUNDING FOR FIVE DIFFERENT HAZMAT/CBRNE CLASSES

Resolution authorizing the acceptance of 2013 Hazardous Emergency Program Grant from the New Jersey State Police in the amount of $29,750.00 that will provide the funding for Hazmat/CBRNE training classes, including “First Responder Offensive” which will be offered three (3) times to all first responder organizations (police, fire and EMS) and “Above the Line-Below the Line” which will be offered two (2) times to Haz-Mat techs.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS — **FREEHOLDER SIMMONS**, **FREEHOLDER CHRISTY**

C-1 RESOLUTION CONCURRING WITH THE BOROUGH OF SWEDESBORO RELOCATING A BUS STOP ALONG KINGS HIGHWAY WITHIN THE BOROUGH OF SWEDESBORO

This Resolution consents to the Borough of Swedesboro’s Resolution dated March 4, 2014 which relocates the existing bus stop on Kings Highway (CR551) from the far side of the signalized intersection

with Lake Avenue (CR694) to the near side mid-block location on Kings Highway (CR605) within a widened shoulder. The relocation will prevent stopped NJ Transit buses from blocking traffic while loading/unloading at the traffic signal thereby helping traffic flows.

DEPARTMENT OF EDUCATION **FREEHOLDER BARNES**
FREEHOLDER SIMMONS

DEPARTMENT OF HEALTH & **FREEHOLDER TALIAFERRO**
HUMAN SERVICES **FREEHOLDER BARNES**

DEPARTMENT OF PARKS & **FREEHOLDER DIMARCO**
LAND PRESERVATION **FREEHOLDER CHILA**

F-1 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DELUCA LOT INVESTORS, LP, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 38, LOT 4 AND BLOCK 39, LOT 5, CONSISTING OF APPROXIMATELY 81.369 ACRES IN THE TOTAL AMOUNT OF $1,464,642.00.

The Office of Land Preservation is preserving this farm property in cooperation with the State Agriculture Development Committee (SADC) and Woolwich Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the $1,464,642.00 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of $1,171,411.20, and Woolwich Township will be providing funds in the amount of $293,230.80, for a total purchase price of $1,464,642.00 (based on the certified value of $18,000.00 per acre). The SADC will reimburse the County the sum of $878,558.40 for their portion of the total acquisition price either at or before settlement. As this property made application through the Woolwich Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur in the very near future. It should be noted that this property had development approvals for the construction of 31 homes, but will now be permanently preserved for agricultural uses.

F-2 RESOLUTION TO CONTRACT WITH PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, TITLE AMERICA AGENCY, AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM APRIL 12, 2014 TO APRIL 11, 2015, IN AN AMOUNT NOT TO EXCEED $35,000.00 FOR EACH CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP 14-015) for the required surveying/engineering work needed for the land preservation and other land acquisition projects the County will be working on over the next twelve months. Based on the workload expected over the coming year it was determined that 4 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs.

DEPARTMENT OF BUILDINGS & **FREEHOLDER CHRISTY**
GOVERNMENT SERVICES **FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF $24,245.00, WITH AN IN-KIND MATCH OF $8,082.00, FOR A TOTAL AMOUNT OF $32,327.00 FROM JULY 1, 2013 TO JUNE 30, 2014.

Funds under the STOP Violence Against Women Grant Program will partially fund the salary of Victim Advocate Rosemarie Seider, who not only assists the Assistant Prosecutor, but also provides services to victims of domestic violence where the charges are handled in municipal court. Services include those efforts that respond to the emotional and physical needs of crime victims; assist victims to understand and participate in the criminal justice system; and provide victims with outreach information to additional resources that may be needed.

G-2 RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS FOR THE GOOD NEIGHBOR CITIZENSHIP GRANT FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN THE AMOUNT OF $12,000.00 TO EDUCATE THE PUBLIC ABOUT THE IMPORTANCE OF CAR SEATS AND BIKE HELMETS.

This Resolution authorizes the execution of all documents to apply for a Grant through State Farm from January 1, 2014 to December 31, 2014 in the amount of $12,000.00 to educate the public about the importance of child safety seats and bicycle helmets and to provide child safety seats and bike helmets to those in need.

P1

~ In Honor Of ~

Deptford High School Jazz Ensemble

First Place ~ National Competition

February 7, 2014 – February 9, 2014

WHEREAS, *the* ***Deptford High School Jazz Ensemble*** *performed at the 46th Annual Berklee High School Jazz Festival in Boston, Massachusetts competition held from February 7, 2014 through February 9, 2014. This prestigious Jazz Festival held at the Berklee School of Music is one of the largest Band Competitions in the country with 200 High School Jazz Ensembles competing and enjoyed by more than 5,000 attendees; and*

WHEREAS, *the* ***Deptford High School Jazz Large Ensemble*** *consists of seventeen pieces and won First Place for their Division, making this their third First Place Trophy in the past three years; and*

WHEREAS, *the* ***Deptford High School Small Ensemble*** *which consists of seven students, who also play in the Large Ensemble, won First Place coming up from Third Place last year and beating out bands from Massachusetts and Rhode Island; and*

WHEREAS, *three members of the* ***Deptford High School Jazz Ensemble*** *also received Individual Superior Musicianship Awards, Pavan Chary on the Alto Saxophone, Shane Fanning on Drums and Sam Harasink on Bass; and*

WHEREAS, Deptford High School *was also recently named among the top 500 High School Music Programs by the National Association of Music Merchants Foundation, a music education non-profit; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro* ***do hereby honor and congratulate the Deptford High School Jazz Ensemble on winning First Place at the National Competition held at the Berklee High School Jazz Festival.***

IN WITNESS WHEREOF, *the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of March, 2014.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

P2

RECOGNIZING THE WEEK OF APRIL 6-12, 2014 AS THE WEEK OF THE YOUNG CHILD

WHEREAS, the Gloucester County Commission for Women, the Southern Regional Child Care Resource Center/EIRC, the Arc Gloucester, *and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 6-12; This year's theme is Early Years are Learning Years; and*

WHEREAS*, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality and availability of such services; and*

WHEREAS*, the future of our community depends on the quality of the early childhood experiences provided to young children today; and*

WHEREAS*, the Week of the Young Child provides an opportunity for learning centers, childcare centers, preschool, summer camps and elementary schools to hold activities to bring awareness to the needs of young children; and*

WHEREAS*, the Week of the Young Child provides an opportunity to celebrate the polices, caregivers, and teachers that bring early childhood education and care to young children; and*

WHEREAS*, the intent of the Week of the Young Child is to focus attention on and support for the young children of Gloucester County and to increase awareness of their talents and capacities;*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby proclaim* ***April 6-12 as the Week of the Young Child*** *in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of April, 2014.*

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Robert M. Damminger
Freeholder Director

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Giuseppe (Joe) Chila
Freeholder Deputy Director

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Lyman Barnes
Freeholder

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Daniel Christy
Freeholder

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Frank J. DiMarco
Freeholder

_____
Heather Simmons
Freeholder

_____
Adam J. Taliaferro
Freeholder

ATTEST:

_____, *Robert N. DiLella, Clerk*

P3

RECOGNIZING APRIL 2014 AS CHILD ABUSE PREVENTION MONTH

***WHEREAS**, we all have a responsibility, as individuals, neighbors, community members and citizens of GLOUCESTER COUNTY to help create healthy, safe and nurturing experiences for children; and*

***WHEREAS**, safe and healthy childhoods help produce confident and successful adults; and*

***WHEREAS**, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources, and do not know how to cope; and*

***WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and*

***WHEREAS**, child abuse and neglect can be reduced by making sure every family has the support they need and deserve to raise their children in a healthy environment; and*

***WHEREAS**, it is recognized that no one person can do everything, but that everyone can do something, and together we can create change for the better; and*

***WHEREAS,** effective prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies and the business community;*

***NOW, THEREFORE, BE IT PROCLAIMED,** that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby proclaim **April as the Child Abuse Prevention Month** in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.*

***IN WITNESS WHEREOF,** the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of April, 2014.*

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Robert M. Damminger
Freeholder Director

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Giuseppe (Joe) Chila
Freeholder Deputy Director

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Lyman Barnes
Freeholder

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Daniel Christy
Freeholder

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Frank J. DiMarco
Freeholder

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Heather Simmons
Freeholder

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Adam J. Taliaferro
Freeholder

ATTEST:

_____
Robert N. DiLella, Clerk

P4

PROCLAIMING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, *the Gloucester County Board of Chosen Freeholders would like to proclaim April as Sexual Assault Awareness Month in Gloucester County; and*

WHEREAS, *it is the intention of the County of Gloucester to focus attention on noteworthy occasions and individuals; and*

WHEREAS, "Denim Day" *is a campaign to end sexual violence through prevention and education, celebrated annually around the world, set to coincide with April's designation as Sexual Assault Awareness Month throughout April 2014.* ***Center For Family Services, SERV*** *program is leading the Gloucester County community in its fourth Denim Day this April , and is observing* ***Sexual Assault Awareness Month*** *throughout April 2014; and*

WHEREAS, *nationally, the numbers are startling – 1 in 6 American women and 1 – 5 female college students will be sexually assaulted in their lifetimes, and in fact, its prevalence has let to the Center for Disease Control to classify sexual assault as one of the nation's fastest growing epidemics; and*

WHEREAS, *the County of Gloucester is extremely concerned about the health and welfare of the women in our community, and thus, we support and appreciate the organizations that devote their time to assisting those been personally affected by this heinous crime, and to working to end it through education and awareness.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby proclaim* ***April as the Child Abuse Prevention Month*** *in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 26th day of April, 2014.*

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Robert M. Damminger
Freeholder Director

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Giuseppe (Joe) Chila
Freeholder Deputy Director

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Lyman Barnes
Freeholder

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Daniel Christy
Freeholder

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Frank J. DiMarco
Freeholder

_____
Heather Simmons
Freeholder

_____
Adam J. Taliaferro
Freeholder

*ATTEST:*_____*, Robert N. DiLella, Clerk*

A1

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS COMPENSATION CLAIM CAPTIONED JAYMIE WHITLEY V. GLOUCESTER COUNTY, C.P. NO. 2011-14361

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *April 2, 2014.*

2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matter as entitled above.

3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF THE REAL PROPERTY LOCATED AT 476 SALEM AVENUE, WOODBURY, GLOUCESTER COUNTY, NEW JERSEY, AND KNOWN AS LOT 16.01, BLOCK 62 ON THE CITY OF WOODBURY OFFICIAL TAX MAP

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell surplus real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.(hereinafter the "Local Lands Law"); and

WHEREAS, consistent with the terms and provisions of the Local Lands Law, the County previously determined that the real property located at 476 Salem Avenue in City of Woodbury, and known as Lot 16.01, Block 62 on the official tax map (hereinafter the "Property"), is surplus property, and authorized its sale by Resolution dated November 6, 2013; and

WHEREAS, proceeding consistent with the terms and provisions of the Local Lands Law, the County exposed the Property to sale by auction on March 27, 2014; and

WHEREAS, TCW Equities, LLC (hereinafter "TCW") was the only bidder and submitted at the said auction a bid of $25,000.00, and that said bid is acceptable to the County.

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

1. The bid of TCW in the amount of $25,000.00 for the purchase of the Property is hereby accepted; and

2. This acceptance is conditioned upon TCW executing an appropriate Agreement of Sale consistent with the terms established by the County in connection with the auction sale, and consistent with the Local Lands Law; and

3. County Counsel, and the appropriate County personnel, are hereby authorized to work with TCW to obtain and execute an Agreement of Sale for the Property, and to complete the transfer of title to the Property to TCW; and

4. The Freeholder Director, and the Clerk of the Board, are hereby authorized to execute an appropriate Agreement of Sale, Deed, and such other documents as may be necessary, in order to complete the sale transaction; and

5. The County Administrator, County Counsel, and any Assistant County Counsel, are hereby authorized to execute such documents at any closing necessary to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A3

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR THE PROVISION OF CONSTRUCTION PROJECTS AND SHARING EQUIPMENT FROM APRIL 2, 2014 TO APRIL 1, 2024

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 the Gloucester county Utilities Authority wish to enter into such Shared Services Agreements from April 2, 2014 to April 1, 2024 for the provision of construction projects and sharing equipment.

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 Shared Services Agreements with the Gloucester County Utilities Authority for the provision of construction projects and sharing equipment from April 2, 2014 to April 1, 2024 at no cost to the County; 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 Agreements authorized by this Resolution, provided that the Agreements in final form are 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 Agreements for the aforementioned purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 2, 2014, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

ROBERT N. DILELLA, CLERK

A3

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

AND

THE GLOUCESTER COUNTY UTILITIES AUTHORITY

FOR

THE PROVISION OF SHARING EQUIPMENT

Dated: April 2, 2014

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 2nd day of April, 2014, by and between the County of Gloucester ("County"), and The Gloucester County Utilities Authority ("Local Unit"):

RECITALS

1. The County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

2. The Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

3. The Local Unit maintains equipment that could from time to time be needed by and beneficial to the County. The equipment will remain the property of the Local Unit;

4. The County has a need from time to time for such equipment;

5. The County desires to utilize the equipment of the Local Unit to provide such services as needed and as will generally advance the purposes of the County;

6. It is the intention of the parties to enter into an agreement pursuant to which the Local Unit will provide equipment for use by the County;

7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements; and

8. County and Local Unit have previously entered into a Shared Services Agreement pursuant to which County provides services on an occasional basis without cost to the Local Unit. The parties now wish to agree that Local Unit will provide equipment for use by the County without payment by the County.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The Local Unit shall provide equipment for use by the County.

B. PARTIES' RESPONSIBILITIES.

1. The Local Unit shall provide the services described in paragraph A of this Agreement;

2. The County will work with the Local Unit to identify which equipment can be shared;

3. The various County departments' employees shall remain employees of the County. The various Local Unit employees shall remain employees of the Local Unit.

C. COST OF SERVICES.

There will be no payment for sharing equipment.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years.

E. TERMINATION.

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;

2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;

3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION.

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

Neither the County nor the Local Unit intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

G. INDEMNIFICATION.

Local Unit shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Local Unit.

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

H. COMPLIANCE WITH LAWS AND REGULATIONS.

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

I. INSURANCE.

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance

with respect to the services to be performed pursuant to this Agreement. The Local Unit shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

J. 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 any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. 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 the County, the Local Unit, in his or her individual capacity, and neither the officers, agents or employees of the County or the Local Unit, 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.

L. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The County and the Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

M. EFFECTIVE DATE. This Agreement shall be effective as of this 2nd day of April, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
ROBERT N. DILELLA, CLERK	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**GLOUCESTER COUNTY UTILITIES AUTHORITY**
_____	_____
WALTER BERGLUND, SECRETARY	**HOWARD W. BRUNER, CHAIRMAN**

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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

AND

THE GLOUCESTER COUNTY UTILITIES AUTHORITY

FOR

THE PROVISION OF CONSTRUCTION PROJECTS

Dated: April 2, 2014

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 2nd day of April, 2014, by and between the County of Gloucester ("County"), and The Gloucester County Utilities Authority ("Local Unit"):

RECITALS

1. The County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

2. The Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

3. The Local Unit maintains the ability to perform construction project;

4. The County has a need from time to time for such services;

5. The County desires to utilize the services of the Local Unit to provide such services as needed and as will generally advance the purposes of the County;

6. It is the intention of the parties to enter into an agreement pursuant to which the Local Unit will provide to County the services requested and needed;

7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements; and

8. County and Local Unit have previously entered into a Shared Services Agreement pursuant to which County provides services on an occasional basis without cost to the Local Unit. The parties now wish to agree that Local Unit will provide services without payment by the County.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

Local Unit shall complete certain construction projects for the County.

B. PARTIES' RESPONSIBILITIES.

1. The Local Unit shall provide the services described in paragraph A of this Agreement;

2. The County will work with the Local Unit to identify which construction projects shall be completed;

3. The various County departments' employees shall remain employees of the County. The various Local Unit employees shall remain employees of the Local Unit.

C. COST OF SERVICES.

There will be no payment for the provision of construction projects.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years.

E. TERMINATION.

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;

2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;

3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION.

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

Neither the County nor the Local Unit intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

G. INDEMNIFICATION.

Local Unit shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Local Unit.

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

H. COMPLIANCE WITH LAWS AND REGULATIONS.

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

I. INSURANCE.

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance

with respect to the services to be performed pursuant to this Agreement. The Local Unit shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

J. 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 any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. 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 the County, the Local Unit, in his or her individual capacity, and neither the officers, agents or employees of the County or the Local Unit, 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.

L. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The County and the Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

M. EFFECTIVE DATE. This Agreement shall be effective as of this 2nd day of April, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY UTILITIES AUTHORITY

WALTER BERGLUND, SECRETARY

HOWARD W. BRUNER, CHAIRMAN

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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 5.1, Health Benefits: Revised paragraph regarding health benefit contributions for retirees in accordance with a 2012 State Health Benefit fact sheet;
- Section 7.4, Hours of Work: Revised to clarify the window of time in which lunch breaks should occur. In accordance with an HR memorandum that was issued December 11, 2009, lunch breaks may start as early as 11 AM, and further clarified that lunch breaks should be concluded no later than 2 PM;
- Section 9.4, Workspaces and Workplaces: Revised to clarify that smoking policy pertains to various items such as smokeless cigarettes and pipes and that it applies to employees, visitors, contractors, etc.

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 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, April 2, 2014, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

ROBERT N. DILELLA, CLERK

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County of Gloucester
Human Resources Manual

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CHAPTER:	**9 – GENERAL RULES AND REGULATIONS**	**ADOPTED: 3/7/06**
SECTION:	**4 – WORKSPACES AND WORKPLACES**	**REVISED: 4/2/14**

The County seeks to provide a pleasant working environment for its employees. Below are a few guidelines that pertain to employee workspaces and workplaces.

Bulletin Boards

Bulletin boards reserved for specific purposes are maintained in each department for the information of employees and the general public. The bulletin boards are for official notices regarding policies, procedures, meetings and special events. Only authorized personnel may post, remove or alter any notice.

Housekeeping

The County of Gloucester provides regular custodial services for keeping buildings and offices clean. Any concerns about these services should be directed to the Buildings and Grounds Department via the appropriate department channels.

It is the responsibility of all employees to ensure that individual offices, desks or work areas are maintained in a neat, orderly and professional manner.

Space limitations and safety considerations require Department Heads/designees to ensure that all common areas under their jurisdiction are free of unnecessary or non-work related items.

Personal Property

Decorations should be of a nature consistent with acceptable standards of good taste and are subject to supervisory approval.

Employees should assume storage areas are not private, including such places as desks, work stations, cabinets and lockers. These areas are the property of the County and are provided to employees for their convenience. At no time does the County relinquish its control of these areas.

For the safety and well-being of employees and the citizens entrusted with our care, the County reserves the right to inspect these areas from time to time, with or without cause.

Furthermore, the County will make every attempt to assure a secure building. However, because the public has access to the general office area and at times the private offices, the County assumes no responsibility for employees' personal property beyond maintenance of a reasonably secure building.

Radios

Employees are permitted, subject to Department Head/designee approval, to listen to radios at their individual work stations. At all times, radio volume and music selection, must be of a nature which is not disruptive to other employees.

Smoking and Chewing Tobacco

Smoking of any kind (cigarette, cigar, pipe, electornic smoking devices, etc.) is only permitted by any person (visitor, employee, contractor, etc.) in areas designated by signs. No smoking is permitted in any other areas. No smoking is permitted in County owned vehicles.

Smoking will not be permitted in areas where it would be unsafe, would create recognized hazards, or in public areas or areas where people gather. This includes such areas as county buildings, public and employee entry ways, reception areas, conference and training rooms, auditoriums, rest rooms, medical facilities, stairways and elevators.

In other work areas, department heads will determine smoking policy by balancing the needs and desires of employees. Every effort will be made to accommodate both smoking and non-smoking employees, but if this is not possible, resolution will favor the non-smoker.

Employees who are dissatisfied with smoking policies shall attempt to resolve matters through their immediate supervisor, department head, or the Human Resources Director in that order. If resolution cannot be achieved, the employee may proceed with established grievance procedures.

Chewing tobacco is not permitted at work stations or in county buildings. Employees who choose to chew tobacco are prohibited from spitting tobacco onto county grounds. In other words, the chewing tobacco should be disposed of in a receptacle of some sort.

Employees are not permitted take "extra" breaks in order to smoke or chew tobacco. Please refer to HR 7.4, Hours of Work, for additional details about rest and meal periods.

Open Flames

The presence or use of candles, incense burners, or other open flame devices is prohibited in all County buildings. The success of this policy is dependent upon obtaining and

maintaining the cooperation of all staff. Each department head is responsible for monitoring compliance with this policy.

Other Fire Hazards

Employees may have small refrigerators and coffee pots at their stations as long as the appliance is plugged into the wall outlet directly and as long as the electrical system is capable of handling the demands being placed on it. These appliances should not be plugged into extension cords. The use of extension cords is prohibited by the NJ State Uniform Fire Code (N.J.A. 5:70-3.1(a) 3, F-310.5).

Microwaves and toaster ovens should be limited to the lunch rooms.

Space heaters can create a dangerous condition that is liable to cause or contribute to the spread of fire. Therefore, for the protection of county employees, portable kerosene heaters and/or heaters with certain electric elements are strictly prohibited. Only space heaters approved by the Fire Marshal are permitted in county buildings. Furthermore, the placement of the heaters is also approved by the Fire Marshal.

All appliances should be UL or FM approved for their intended use and subject to inspection by the Fire Marshal. Any appliance that does not pass an inspection must be removed from the building. In addition, the department and/or building at large will be evaluated periodically to ensure the electrical systems are sufficient to carry the load being placed on it and any concerns of overloading will be addressed, which may include removal of certain appliances from workspaces.

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	4 – HOURS OF WORK	REVISED: 4/2/14

The current hours of work including rest and meal periods shall be maintained according to department procedure and, where applicable, the current negotiated contract.

Employees are expected to be at their work stations and ready for work at their prescribed starting time, unless an alternative start time has been approved. Furthermore, employees are expected to work a full day and to work until their prescribed ending time, unless an alternative end time has been approved. Employees may be excused from their work stations for rest and meal periods as well as to leave on county business. Approval and oversight of employee's work time is the responsibility of the department head and/or designee.

Rest and Meal Periods

Meal Periods (aka Lunch Breaks) may be determined as per the negotiated contract and work schedule or may be determined by department procedure. All other rest periods are according to department procedures, typically a 15 minute rest period is allowed in the first half of a workday and another 15 minute rest period is allowed in the second half of the workday.

All breaks will be scheduled by the Department Head/designee, who will stagger such breaks to assure coverage of services and office telephones.

For regular workdays, Monday through Friday, lunch breaks will be scheduled starting as early as 11:00 am and concluding no later than 2:00 pm. Breaks may not be scheduled during the first or last 15 minutes of the work day.

When available, employees are encouraged to utilize the facilities for rest and meal periods.

Leaving on County Business

County staff may leave the building during regular work hours for appointments with clients, meetings, field work, or training, as long as the employee has obtained prior approval. When leaving on County business, the employee must do so in accordance with current department policy. No employee may leave the office for any reason without prior authorization or approval.

When leaving, the employee will note his/her departure time, destination, reason, and time of anticipated return.

When returning, the employee will complete the previous entry with the actual return time.

Employees are expected to return to the office when County business is completed, unless they have received prior authorization or approval.

Employee:

Takes rest and meal periods at scheduled times.

Seeks approval prior to leaving on County business.

Reports departure time, destination, reason, anticipated return time and actual return time in accordance with departmental procedures.

Should refer to HR Chapter 6 for Leave Time policies and procedures for other authorized absences.

Department Head/Designee:

Schedules breaks to assure coverage of services and office telephones.

Ensures department procedures for leaving on county business include communicating departure time, destination, reason, and anticipated return time as well as actual return time.

CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	1 - HEALTH BENEFITS	REVISED: 4/2/14

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

In accordance with Chapter 78, P.L. 2011, effective June 28th 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.

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 28th, 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 28th, 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%

*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%

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 medial 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 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees who retire on an approved disability retirement, or who had 20 or more years of service credit at June 28th, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.

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.

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RESOLUTION TO CONTRACT WITH J. MCHALE & ASSOCIATES, INC., NORTHSTAR APPRAISAL COMPANY AND STEVEN W. BARTELT, MAI FOR APPRAISAL SERVICES FROM APRIL 2, 2014 TO APRIL 1, 2015 IN AN AMOUNT NOT TO EXCEED $25,000.00 FOR EACH CONTRACT

WHEREAS, the County of Gloucester is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program, historically, there have been 700 to 3,200 County appeals and 200 to 600 State Appeals for the entire County; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Gloucester; and

WHEREAS, the County requested proposals, via RFP# 014-016, 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 J. McHale & Associates, Inc., with offices at Amherst Commons, 693 Main St., Bldg C. 2nd Fl, P.O. Box 26, Lumberton, NJ 08048, made one of the most advantageous proposals for an amount not to exceed $25,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that NorthStar Appraisal Company, with offices at PMB 399, 199 New Road, Suite 61, Linwood, NJ 08221, made one of the most advantageous proposals, in an amount not to exceed $25,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Steven W. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made one of the most advantageous proposals, in an amount not to exceed $25,000.00; and

WHEREAS, the contracts shall be for estimated units of service, for a term beginning April 2, 2014 and ending April 1, 2015, pursuant to the proposals submitted by the Vendors; therefore, the contracts are 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 continuation of the contracts beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

WHEREAS, the contracts have 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, the contracts 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 for 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 contracts for a pool of appraisers in connection with defense of assessments, and in accordance with and pursuant to proposals submitted be awarded, each for a period of one year commencing April 2, 2014 and terminating April 1, 2015, to J. McHale & Associates, Inc., in an amount not to exceed of $25,000.00; NorthStar Appraisal Company, in an amount not to exceed $25,000.00; and Steven W. Bartelt, MAI in an amount not to exceed $25,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of the Board 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, April 2, 2014, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI

THIS CONTRACT is made effective this 2nd day of April 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 **STEVEN W. BARTELT, MAI** , (a New Jersey Corporation) with an address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that 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 of one year for the period commencing April 2, 2014 and terminating April 1, 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 February 19, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 014-016. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #014-016, and Vendor's responsive proposal dated February 19, 2014 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-014-016.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

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, 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. 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.

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 #014-016 issued by the County of Gloucester and Vendor's responsive proposal dated February 19, 2014. Should there occur a conflict between this form of Contract and RFP #014-016, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #014-016 and the Vendor's responsive Proposal dated February 19, 2014, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 2nd day of April 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**
WITNESS:	**STEVEN W. BARTELT, MAI**
_____	_____
	STEVEN W. BARTELT **OWNER**

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CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
NORTHSTAR APPRAISAL COMPANY

THIS CONTRACT is made effective this 2nd day of April , 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 **NORTHSTAR APPRAISAL COMPANY** , (a New Jersey Corporation) with offices at PMB 399, 199 New Road Suite 61, Linwood, NJ 08221 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that 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 of one year for the period from April 2, 2014 to April 1, 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 March 6, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 014-016. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #014-016, and Vendor's responsive proposal dated March 6, 2014, 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-014-016.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree 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, 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. **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.

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 #014-016 issued by the County of Gloucester and Vendor's responsive proposal dated March 6, 2014. Should there occur a conflict between this form of Contract and RFP #014-016, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #014-016 and the Vendor's responsive Proposal dated March 6, 2014, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 2nd day of April, 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: **NORTHSTAR APPRAISAL COMPANY**

MICHAEL S. SAPIO, MAI
N.J. STATE CERTIFIED GENERAL APPRAISER

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CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
J. McHALE & ASSOCIATES, INC

THIS CONTRACT is made effective this 2nd day of April, 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 **J.McHALE & ASSOCIATES, INC.**, (a New Jersey Corporation) with offices at Amherst Commons, 693 Main Street, Bldg C. 2nd Fl, P.O. Box 26 Lumberton, NJ 08048 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that 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 of one year for the period from April 2, 2014 to April 1, 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 March 3, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 014-016. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #014-016, and Vendor's responsive proposal dated March 3, 2014, 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-014-016.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree 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, 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. 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.

20. <u>BINDING EFFECT</u>. This Contract shall be binding on the undersigned and their successors and assigns.

21. <u>CONTRACT PARTS</u>. This Contract consists of this Contract document, RFP #014-016 issued by the County of Gloucester and Vendor's responsive proposal dated March 3, 2014. Should there occur a conflict between this form of Contract and RFP #014-016, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #014-016 and the Vendor's responsive Proposal dated March 3, 2014, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 2nd day of April , 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: **J. McHALE & ASSOCIATES, INC**

_____ _____

JEROME J. McHALE, MAI
NJ SCGREA NO. RG-239

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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-014-016 - Pool of Appraisers - Taxation McHale

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Extensive qualifications and experience.	23
C. Relevance and Extent of Similar Engagements performed _____25_____ points Many similar engagements noted and applicable.	23
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal _____20_____ points The rate submitted is 250.00 / hr. The rate is applied to services performed after the appraisal.	14
TOTALS	89

A5

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-014-016 - Pool of Appraisers - Taxation - NorthStar Appraisal Co.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Extensive qualifications and experience.	23
C. Relevance and Extent of Similar Engagements performed _____25_____ points Many similar engagements noted and applicable.	23
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal Michael Sapio – 125.00 / hr., Journeyman Appraiser is 90.00 / hr., office support is 40.00 / hr. ____20_____ points	18
TOTALS	93

A5

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-014-016 - Pool of Appraisers- Taxation Steven W. Bartelt

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Extensive qualifications and experience. Notably mostly very local to our area.	24
C. Relevance and Extent of Similar Engagements performed _____25_____ points Limited similar engagements noted and applicable.	23
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal _____20_____ points Fee is listed at 195.00 / hr.	16
TOTALS	92

B1

RESOLUTION AUTHORIZING A CONTRACT WITH CONTEMPORARY GRAPHICS, INC., FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS, FROM MARCH 13, 2014 TO MARCH 12, 2015, IN AN AMOUNT NOT TO EXCEED $38,000.00

WHEREAS, the County of Gloucester has determined that there is a need for services in the mailing of sample ballots for the Primary, General, special and all school board elections for the year 2014; and

WHEREAS, the Superintendent of Elections of Gloucester County recommends that said services be provided by Contemporary Graphics, Inc., with offices at 7001 North Park Drive, Pennsauken, New Jersey 08109; and

WHEREAS, the contract shall be for estimated units of service, with a unit price $0.0395 per piece for mailing, and the price of $0.016 per 2 wafer seals if required and $0.024 per 3 wafer seals if required, with an estimated quantity of service, in an amount not to exceed $38,000.00; 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 rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

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

WHEREAS, the service 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 contract between the County of Gloucester and Contemporary Graphics for the provision of services in the mailing of sample ballots for the Primary, General, Special, and all School Board Elections, in an amount not to exceed $38,000.00, from March 13, 2014 to March 12, 2015.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

CONTRACT BETWEEN
CONTEMPORARY GRAPHICS, INC.
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the **2nd** day of **April 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 **CONTEMPORARY GRAPHICS INC.**, with offices at 7001 North Park Drive, Pennsauken, New Jersey 08109, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the mailing of sample 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, 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 March 13, 2014 and concluding March 12, 2015.

2. COMPENSATION. Contract shall be for estimated units of service, with a unit price of $0.0395 per piece of mailing, and the price of $0.016 per 2 wafer seals if required and $0.024 per 3 wafer seals if required, in an amount not to exceed $38,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by 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 "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.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

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.

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 authorize 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 **2nd** day of **April, 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 DAMMINGER, DIRECTOR**

ATTEST: **CONTEMPORARY GRAPHICS, INC.**

_____ _____

By:
Title:

ATTACHMENT A

Program Specifications

SERVICE DESCRIPTION AND UNITS OF SERVICE:

A. Contractor will provide mailing services for the period March 13, 2014 through March 12, 2014 in the mailing of sample ballots for all Gloucester County Primary, General, Special and School Board Elections.

B. Prices shall be in accordance with the proposal of Contemporary Graphics, Inc. which sets out a cost of $0.0395 per piece for mailing, and the price of $0.016 per 2 wafer seals if required and $0.024 per 3 wafer seals if required, in an amount not to exceed $38,000.00. At the request of the United States Post Office we are putting two wafers on each piece.

B2

RESOLUTION NAMING CPR RESTORATION & CLEANING SERVICE, LLC AS AN APPROVED BOARD-UP SERVICE PROVIDER TO BE MADE AVAILABLE ON AN AS NEEDED BASIS TO HOME OWNERS, FIRE COMPANIES, BUSINESS OWNERS AND/OR RESPONSIBLE PARTIES

WHEREAS, it is the responsibility of homeowners, business owners and/or responsible parties to secure damaged property due to natural or man-made events; and

WHEREAS, historically, the fire service has been relied upon to recommend a contractor to provide said services; and

WHEREAS, it has come to the County's attention that there is a need to update an approved list of contractors to provide said services that meet State Requirements; and

WHEREAS, the County vetted the proposal RFP-14-007 and CPR Restoration & Cleaning Service, LLC submitted a proposal which included proof of being properly registered in the State of New Jersey, have Liability Insurance coverage, a list of equipment, and a cost proposal to do the service; and

WHEREAS, CPR Restoration & Cleaning Service, LLC will be added to the approved list of contractors to provide said services for a period of five years, from April 2, 2014 to April 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and Clerk of the Board be and are hereby authorized to name CPR Restoration & Cleaning Service, LLC who has submitted a proposal which included proof of being properly registered, have Liability Insurance, a list of equipment, and a cost proposal to do the service. The company information is attached to this resolution and shall become a part of this resolution as if set forth herein. The complete approved list of contractors is maintained at the Emergency Response Center and shall be distributed to Fire Companies, Home Owners, Business Owners, and/or responsible parties calling the County for Board Up Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B2

Approved vendors listed alphabetically below have supplied NJ Business Registration and Proof of Insurance. Submitted proposals are available for review.

CPR Restoration & Cleaning Service, LLC
8421 Hegerman Street
Philadelphia, PA 19136

B3

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 HAZARDOUS MATERIALS EMERGENCY PROGRAM GRANT FROM THE NEW JERSEY STATE POLICE UNDER THE EMERGENCY MANAGEMENT SECTION IN THE AMOUNT OF $29,750.00 WITH A FUNDING PERIOD FROM SEPTEMBER 30, 2013 TO SEPTEMBER 30, 2014 WHICH WILL PROVIDE FUNDING FOR FIVE DIFFERENT HAZMAT/CBRNE CLASSES

WHEREAS, the Hazardous Materials Response Unit has a multi-function mission in the response, force protection and support in the State Police role as a law enforcement, interdiction and prevention agency; and

WHEREAS, the Hazardous Materials Response Unit provides round the clock response capabilities to hazardous materials, clandestine laboratories and CBRNE incidents throughout New Jersey; and

WHEREAS, this 2013 Hazardous Material Emergency Program Grant will fund five different Hazmat/CBRNE classes, including "First Responder Offensive" which will be offered three (3) times to all first responder organizations (police, fire and EMS) and "Above the Line-Below the Line" which will be offered two (2) times to Haz-Mat techs, to enhance Gloucester County's ability to determine the extent of the incident and when necessary, document, collect, and analyze any materials of hazardous evidence; and

WHEREAS, the acceptance of the 2013 Hazardous Materials Emergency Program Grant will be in the amount of $29,750.00 with a funding period of September 30, 2013 to September 30, 2014; and

WHEREAS, said acceptance requires adoption of a resolution from the governing body.

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

1) That acceptance of the 2013 Hazardous Materials Emergency Program Grant in the amount of $29,750.00 for a funding period from September 30, 2013 to September 30, 2014 is hereby authorized for the purpose set forth hereinabove.

2) 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 any and all documents which may be necessary to effectuate the FFY13 Grant.

3) That the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on April 2, 2014 in Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

RESOLUTION CONCURRING WITH THE BOROUGH OF SWEDESBORO RELOCATING A BUS STOP ALONG KINGS HIGHWAY WITHIN THE BOROUGH OF SWEDESBORO

WHEREAS, the Borough of Swedesboro adopted a Resolution on March 3, 2014 relocating an existing bus stop within the borough per County Engineering Project #TA-07-17; and

WHEREAS, relocating the existing bus stop on Kings Highway (CR551) from the far side of the signalized intersection with Lake Avenue (CR694) to the near side mid-block location on Kings Highway (CR605) within a widened shoulder will prevent stopped NJ Transit buses from blocking traffic while loading/unloading at the traffic signal thereby helping traffic flows.

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

SECTION 1: That the County of Gloucester hereby approves and consents to the March 3, 2014 Resolution of the Borough of Swedesboro entitled "Resolution of the Borough of Swedesboro establishing and eliminating New Jersey Transit Bus Stops along Kings Highway in the Borough of Swedesboro, Gloucester County, New Jersey" per County Engineering Project #TA-07-17; and

SECTION 2: That certified copies of this Resolution be forwarded to the Commissioner of the Department of Transportation of the State of New Jersey and the Borough of Swedesboro.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, State of New Jersey held on April 2, 2014.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

V:\Roads\TA Files\Correspondence\Agenda Request Packages (Resolutions)\Agenda Req. Pkg.1 for Apr. 2, 2014\TA-07-17 Res. Authorizing revising bus stops re Kings Hwy..doc

TA 07-17
C1

Borough of Swedesboro
COUNTY OF GLOUCESTER

★★★★★★★★★★★
Borough of Swedesboro
1500 Kings Highway
Swedesboro, NJ 08085
856-467-0202

March 6, 2014

County Engineering Department
Attn.: Vince Voltaggio
1200 N. Delsea Drive
Clayton, NJ 08312

RE: RELOCATING OF BUS STOP ON COUNTY ROAD IN SWEDESBORO
CORNER OF LAKE AVENUE AND KINGS HIGHWAY

Dear Vince;

As per your e-mail dated 3/6/14 enclosed is a certified copy of resolution, R-46-2014.

We are respectively requesting that the county prepare a concurring resolution so that we can submit to NJ Transit for the approval of relocating the aforementioned bus stop in the Borough of Swedesboro.

Your Cooperation is greatly appreciated.

Very Truly Yours,

Tanya Goodwin, RMC, CMR
Borough Clerk

RECEIVED
MAR 10 2014
OFFICE OF THE COUNTY ENGINEER

R – 46-2014

RESOLUTION OF THE BOROUGH OF SWEDESBORO ESTABLISHING AND ELIMINATING NJ TRANSIT BUS STOPS ALONG KINGS HIGHWAY
BOROUGH OF SWEDESBORO
GLOUCESTER COUNTY
NEW JERSEY

WHEREAS, the improvements are in accordance with the current NJDOT Standards and that the improvements appear to be in the interest of public safety;

BE IT RESOLVED by the Mayor and Council of the Borough of Swedesboro, County of Gloucester, State of New Jersey;

That pursuant to N.J.S.A. 39:4-8(e) the following described location is designated as NJ Transit bus stop:

County Road

1. Along Kings Highway (C.R. 605), northbound, on the easterly side thereof at:

   Lake Avenue & East Avenue – mid block
   Beginning 150 feet south of the southerly curbline of Lake Avenue and extending 100 feet southerly therefrom.

BE IT RESOLVED by the Mayor and Council of the Borough of Swedesboro, County of Gloucester, State of New Jersey;

That pursuant to N.J.S.A. 39:4-8(e) the following described locations are **deleted** as NJ Transit bus stops:

County Road

1. Along Kings Highway (C.R. 551), northbound, on the easterly side thereof at:

   Lake Avenue – far side
   Beginning at the northerly curb line of Lake Avenue and extending 105 feet northerly there from.

That the Mayor and Council of the Borough of Swedesboro will enforce the needed traffic regulations governing the aforementioned bus stop location and provide the necessary police security to ensure the safety of the traveling public.

BE IT FURTHER RESOLVED that this resolution shall take effect upon approval of the Commissioner of Transportation as provided by law.

BOROUGH OF SWEDESBORO

Thomas W. Fromm

Thomas W. Fromm, Mayor

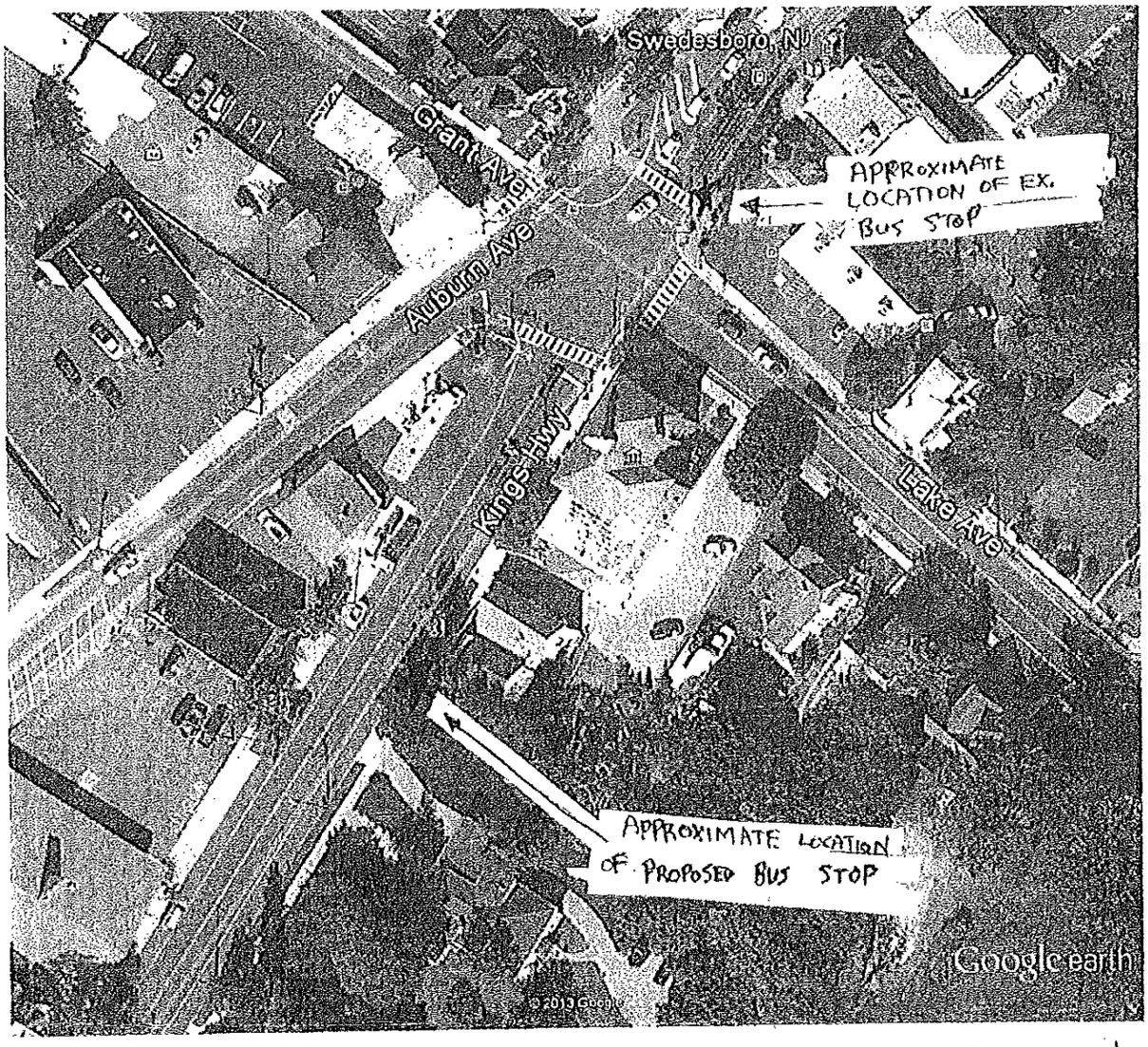
ATTEST:

Tanya Goodwin, Borough Clerk

CERTIFICATION

The foregoing Resolution was duly adopted by the Council of the Borough of Swedesboro at a regular meeting held on the 3rd Day of March, 2014.

Tanya Goodwin, Borough Clerk



Google earth

feet 300
meters 90

F1

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DELUCA LOT INVESTORS, LP, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 38, LOT 4 AND BLOCK 39, LOT 5, CONSISTING OF APPROXIMATELY 81.369 ACRES IN THE TOTAL AMOUNT OF $1,464,642.00

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, DeLuca Lot Investors, LP, having presented itself as the owner of the land and premises located in the Township of Woolwich (hereinafter the "Township"), and known as Block 38, Lot 4 and Block 39, Lot 5, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 81.369 acres, has made application seeking to have the County purchase development easements in the Property; and

WHEREAS, DeLuca Lot Investors, LP, the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

WHEREAS, such development easements will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County will be providing funds for the purchase of the said development easement in the amount of $1,171,411.20, and the Township will be providing funds for the purchase of the said easements in the amount of $293,230.80, for a total purchase price of $1,464,642.00; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of $878,558.40; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated, as follows:

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of $1,171,411.20, pursuant to CAF# 14-02425 which amount shall be charged against budget line item T-03-08-509-372-20548.

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act.

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, and DeLuca Lot Investors, LP, in regard to the purchase of development easements in the premises known as Block 38, Lot 4 and Block 39, Lot 5, in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

2. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

3. The appropriate County representatives be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on April 2, 2014, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

CONTRACT TO SELL DEVELOPMENT EASEMENT

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DELUCA LOT INVESTORS, LP
A Pennsylvania Limited Partnership

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **DELUCA LOT INVESTORS, LP,** a Pennsylvania Limited Partnership, having an address of 370 Maple Avenue, Langhorne, PA, 19047,
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER,** with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lot 4, Block 38 and Lot 5, Block 39, in the Township of Woolwich, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **$ 18,000.00** **ASSUMED ACREAGE: Approximately 81.369 acres**

ESTIMATED GROSS SALES PRICE: **$1,464,642.00**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE.**

OF EXCEPTION AREAS: **2 / 1 acre non-severable each**

ATTACHMENTS TO CONTRACT:
A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or,(d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

DELUCA LOT INVESTORS, LP

BY: _____
VINCENT G. DELUCA, PRESIDENT
DELUCA LOT GP, LLC, General Partner

_____
Federal Tax ID Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2014, **DELUCA LOT INVESTORS, LP, BY VINCENT G. DELUCA, PRESIDENT, DELUCA LOT GP, LLC, its general partner,** personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS, DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

DELUCA LOT INVESTORS, LP

BY: _____ Date: _____

VINCENT G. DELUCA, PRESIDENT
DELUCA LOT GP, LLC, its general partner

F1

Certification Report
JANUARY 23, 2014
PIG EP Municipal 207 Rule

County: Gloucester County **Municipality: Woolwich Township**
Owner: DeLuca Lot Investors, LP
Farm: DeLuca Lot Investors, LP **08-0178-PG**

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Woolwich Twp	38	4	Gloucester	Woolwich Twp.	39	5

Acreage in Application: 83
Residential Opportunities/Exceptions:
#_____RDSO
#_____Existing Dwellings
#_____Severable Exceptions
 # _2___Non-Severable Exceptions -1 acre each for 2 single family proposed dwellings.

Value Conclusions - Current Zoning and Environmental regulations
Per Acre

Appraiser	Date	Before	After	Easement
S. Bartelt	11/04/2013	$24,000	$4,800	$19,200
M. Hanson	11/04/2013	$23,000	$5,000	$18,000
SADC REVIEWER	11/04/2013	$23,000	$5,000	$18,000

Total Value

Appraiser	Date	Before	After	Easement
S. Bartelt	11/04/2013	$1,992,000	$398,400	$1,593,600
M. Hanson	11/04/2013	$1,886,000	$410,000	$1,476,000
SADC REVIEWER	11/04/2013	$1,909,000	$415,000	$1,494,000

SADC Certified value

Mr. Bartelt indicates that the subject property contains 83 acres and uses this size in his calculations. Mr. Hanson indicates that the subject property contains 82 acres and uses this size in his appraisal. The subject contains 83 acres and the Reviewer's calculations are based on this size. The per acre value is based on a dollar value derived from a price per lot for 31 lots. Should a future survey reveal a gross land area or less than 83 acres for the subject, it is recommended that the certified value per acre should be revisited by the appraisers.

F

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

Certificate of Availability of Funds

TREASURER'S NO. 14-02425 DATE March 19, 2014

T-03-08-509-372-20548
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION $1,171,411.20 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION: Resolution to acquire a development easement on the farm property of Deluca Lot Investors, LP located in the Township of Woolwich and known as Block 38, Lot 4 and Block 39, Lot 5. This farm consists of approximately 81.369 acres at $18,000.00 per acre for a total amount of $1,464,642.00 for Farmland Preservation program.

The County will provide $1,171,411.20, and Woolwich Township will provide $293,230.80

VENDOR: Presidential Title Agency

ADDRESS: 1546 Blackwood-Clementon Rd.

Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-24-14

April 2, 2014 Freeholder Meeting

F2

RESOLUTION TO CONTRACT WITH PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, TITLE AMERICA AGENCY, AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM APRIL 12, 2014 TO APRIL 11, 2015, IN AN AMOUNT NOT TO EXCEED $35,000.00 FOR EACH CONTRACT

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for title work and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; 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; and

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 firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Presidential Title Agency, 1546 Blackwood-Clementon Rd., PO Box 1367, Blackwood, NJ, 08012
- West Jersey Title Agency, 15 South Main Street, Woodstown, NJ, 08098
- Title America Agency, 185 West White Horse Pike, Berlin, NJ, 08009
- Foundation Title, LLC, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053

WHEREAS, each said contract for title work and related services would be for estimated services, for an amount not to exceed $35,000.00, as per RFP #014-015; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

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

1. That a contract for title work and related services for land and/or development right acquisitions by the County, as needed, be awarded to: PRESIDENTIAL TITLE AGENCY; WEST JERSEY TITLE AGENCY; TITLE AMERICA AGENCY; AND FOUNDATION TITLE, LLC, from April 12, 2014 to April 11, 2015, and each for an amount not to exceed $35,000.00; and,

2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the contracts for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, 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; 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, April 2, 2014, Woodbury, New Jersey.

THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF GLOUCESTER AND FOUNDATION TITLE, LLC

THIS CONTRACT is made this 2nd day of **April, 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 **Foundation Title, LLC,** with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; 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. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **April 12, 2014,** and ending on **April 11, 2015,** as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, 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 March 5, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-015. 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 **$35,000.00**.

Contactor 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 14-015, 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 14-015.

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 of 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 14-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **3rd** day of **April**, 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:

FOUNDATION TITLE, LLC

_____

BY: _____
MARK D'AGOSTINO, CO-MANAGING MEMBER

F2

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF GLOUCESTER AND TITLE AMERICA AGENCY

THIS CONTRACT is made this 2nd day of **April, 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 **Title America Agency,** with offices at 185 West White Horse Pike, Berlin, NJ, 08009, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; 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. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **April 12, 2014,** and ending on **April 11, 2015,** as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, 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 March 5, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-015. 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 **$35,000.00**.

Contactor 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 14-015, 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 14-015.

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 of 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 14-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **2nd** day of **April**, 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:

TITLE AMERICA AGENCY

_____

BY: _____
JOSEPH A. MARESSA, PRESIDENT

F2

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF GLOUCESTER AND WEST JERSEY TITLE AGENCY

THIS CONTRACT is made this 2nd day of **April, 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 **West Jersey Title Agency,** with offices at 15 South Main Street, Woodstown, NJ, 08098, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; 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. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **April 12, 2014,** and ending on **April 11, 2015,** as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, 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 March 5, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-015. 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 **$35,000.00**.

Contactor 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 14-015, 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 14-015.

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 of 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 14-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **2nd** day of **April**, 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:

WEST JERSEY TITLE AGENCY

_____

BY: _____
JOHN D. BURKE, PRESIDENT

F2

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF GLOUCESTER AND PRESIDENTIAL TITLE AGENCY

THIS CONTRACT is made this 2nd day of **April, 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 **Presidential Title Agency,** with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Black wood, NJ, 08012 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; 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. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **April 12, 2014,** and ending on **April 11, 2015,** as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, 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 March 5, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-015. 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 **$35,000.00**.

Contactor 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 14-015, 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 14-015.

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 of 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 14-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **2nd** day of **April**, 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:

PRESIDENTIAL TITLE AGENCY

_____

BY: _____
CYNTHIA M. CARLAMERE, EXECUTIVE VICE-PRESIDENT

F2

PROPOSAL FOR TITLE WORK, TITLE INSURANCE AND SETTLEMENT SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FOR GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION, DEPARTMENT OF PUBLIC WORKS AND/OR OTHER UNSPECIFIED PROJECTS

RFP #014-015

COUNTY OF GLOUCESTER

Presented By:
Presidential Title Agency, Inc.
P.O. Box 1367
Blackwood, New Jersey 08012
Phone: 856-232-1900
Fax: 856-232-8234
E-mail: info@presidentialta.com

nc COPY

Presidential

COST PROPOSAL

Total fee for title search(s), insurance, recording fees, and settlement fees for 1 (one) farmland and open space projects, at 50 acres at a price of $550,000.00 for the property: **$2,303.50** and broken down as follows

$2,303.50

a. $2,073.50 - Estimated fee for title insurance including county search and examination (one chain), premium, upper court searches (2 name estimate), tax searches (base lot and Q farm as necessary), tidelands, copies, survey endorsement, etc. (See attached estimate sample)

b. $ 50.00 - Settlement Closing fees ~ for County portion (See attached estimate sample)

c. $180.00 - Estimate of Deed recording fees, based on the number of pages, paid to the County Clerk (See attached estimate sample) This figure is based on 1 (one) Deed recordings containing 15 pages and calculated as follows:

*$ 40.00 for the first page ~ County Recording Rate
*$ 10.00 for each additional page ~ County Recording Rate
*$180.00 for one 15 page Deed (estimated page count)

Annual fee for title searches for 10 engineering projects with 3 special projects not related to land preservation and or public works activities. Insurance and settlement services not required.

a. $175.00 to $250.00 - Fee, per individual request, for title searches with copies of recorded easements, restrictions, deeds, etc.

b. Additional fees will be invoiced as charged if corporate searches are required. Example: Corporate Status / Franchise; Good Standing Certificate; Certificate of Formation.

RFP #014-015

Title Work, Title Insurance and Settlement Services for land and/or development right acquisitions for the Gloucester County Office of Land Preservation, Department of Public Works, and/or other unspecified projects.

Submitted By:

West Jersey Title Agency
15 South Main St
Woodstown NJ 08098
856 769-9500
856 7694546 (fax)
jburke@westjerseytitle.com

West Jersey

ESTIMATED COST PLAN

$550,000.00 TITLE POLICY

• Recording Fees (*actual cost per County Clerk*)	
• Title Search and Examination	$ 100.00
• Municipal Tax & Improvement Searches (per lot)	30.00
• Superior Court Searches	25.00
• Policy Endorsements	25.00
• Title Insurance Premium	1425.00
	$1605.00

ENGINEERING/SPECIAL PROJECT SEARCHES

• Title Search Cost per Tax lot	$ 100.00
• Tax Search per lot (if required)	30.00
• Superior Court Searches (if required)	25.00
	$ 155.00

ESTIMATED ANNUAL PROJECT COST

• 20 Farmland Open Space Projects @ $1605.00	$32,100.00
• 10 Engineering Projects @ $155.00	1550.00
• 4 Special Project Searches @ $155.00	620.00

TOTAL ESTIMATED ANNUAL PROJECT COST **$34,270.00**

FOUNDATION
TITLE

March 3, 2014

Peter Mercanti, Purchasing Director
Gloucester County Purchasing Department
County Administration Building
2 South Broad Street
Woodbury, NJ 08096

RE: RFP #014-015
Request for Proposal for Title Work, Title Insurance and Settlement Services

Dear Mr. Mercanti:

Foundation Title, LLC is pleased to provide the following information in reply to your request for a proposal for title work.

Technical Proposal:

(A.) Our South Jersey regional headquarters is located at Four Greentree Centre, 601 Route 73 North, Suite 201, Marlton, NJ. This office is staffed with qualified title examiners, a production department, title coordinators and closing personnel.

Our Gloucester County branch is located at 57 Euclid Street in Woodbury and is staffed with title coordinators and closing personnel.

(B.) Foundation Title was founded in 2005 by a group of experienced title industry professionals. Over the past three years our staff size has averaged approximately 85 employees per year.

(C.) The Co-Managing Members of Foundation Title, LLC are Mark D'Agostino and Edward Rickenbach, both have worked in the title insurance industry for over 30 years. Their backgrounds include sales, closings and management for both a title agency and national underwriter.

Our title examination department consists of:

Denis Miller, Esq. – his title experience in the real estate industry spans over 30 years. He has worked in private practice and has also served as in-house counsel for Midlantic National Bank. Denis currently works closely with our underwriters and examines both commercial and residential titles.

Joseph Decord – has worked in the title insurance industry for over 35 years. His scope of experience includes searching titles as well as examining both residential and commercial transactions. He has also provided title services to State, County and Municipal authorities for various acquisition projects.

Jeff Winkelspecht – has also worked in the title insurance industry for over 30 years. He too has searched titles in several South Jersey counties and has examined residential and commercial titles including those for State, County and Municipal acquisitions.

13000 Lincoln Drive West
Suite 201
Marlton, NJ 08053
Phone: (856) 834-2600 • Fax: (856) 834-2650

Foundation

(J.) Office Locations – Our Woodbury location has 2 large conference rooms which are available for meetings, conferences, training and emergency responses.

In addition, our Marlton office has 4 large conference rooms which are also available as needed.

(K.) Affirmative Action Statement – please see attached.

(L.) Non-Collusion Affidavit – please see attached.

(M.) Owners Disclosure Statement – please see attached.

(N.) Compliance Statement – please see attached.

(O.) Business Registration Statement – please see attached.

(P.) Representation that all services will be performed within the United States – please see attached.

Specialized Requirements of Technical Proposal:

Based on the purchase of (1) parcel at a price of $550,000.00:

Title Insurance Premium	$1897.50 ($3.45 per thousand)
Title search	$ 265.00
Attendance at closing	$ 325.00 **OR** $162.50 if shared by buyer and seller
Recording Deed (4 pages - estimate)	$ 70.00
Total:	**$2557.50**

Endorsements to title policy, if requested, will be billed as per the rates established by the New Jersey Department of Banking and Insurance.

Thank you for allowing us the opportunity to provide our qualifications.

Please contact me if you should have any questions or if additional information is required.

Sincerely,

Mark D'Agostino
Co-Managing Member

COPY

TITLE AMERICA

ESTABLISHED 1971

You'll Appreciate the Difference

Proposal for Title Work, Title Insurance and Settlement Services

County of Gloucester

RFP No. 014-015

March 5, 2014

185 W. White Horse Pike / Berlin, NJ 08089
VOICE (856) 767-8573 FAX (856) 767-1156

Title America

County of Gloucester-Office of Land Preservation

Request for Proposal - RFP #014-015

March 5, 2014

Title Work, Title Insurance and Settlement Services

COST ESTIMATE and FEE SCHEDULE

Acquisitions based on average cost of $550,000.00:

Title Insurance	
Owner's Policy- $550,000.00 ($1.80, per thousand)	$990.00
Out-of-Pocket Expenses	
Abstract of Title and copies • Additional Chain, if applicable $75.00)	90.00
Examination of Title (per chain of title)	100.00
Upper Court Search (estimated for 2 names) • additional names, $15.00 each	30.00
Patriot Name Search (2 names @$10.00) • additional names, $10.00 each	20.00
Municipal Tax, Water, Sewer Search (1 Lot) • additional lots, $55.00 each	55.00
Recording Fee (estimated)	120.00
Notice of Settlement (2 Party reimbursement, preparation and recording)	40.00
Survey Insurance	25.00
Settlement Fees	
Closing Fee (Buyer's Portion)	150.00
Total	**$1,620.00**

Additional Searches, if required

- *Corporate Status -$55.00*
- *State Franchise Report- $75.00*
- *Flood Search -$25.00, per lot*
- *Chancery Abstract $200.00 (est)*
- *Surrogate's Office $100.00 (est)*
- *Tideland's Search $75.00*
- *Certificate of Good Standing $55.00*

F2

Title Work and Related Services

RFP 14-015

Bid Summary

Vendor	Price for 1 project
1. **West Jersey Title Agency**	**$1,605.00**
2. **Presidential Title Agency**	**$2,303.50**
3. **Title America Agency**	**$2,205.00**
4. **Foundation Title Agency**	**$2,557.50**
5. Mega Title LLC	$2,980.00
6. Two Rivers Title Company	$3,035.50
7. Diversified Settlement Services	$4,016.00

F2

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-14-015 - Title Work – Presidential Title

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required Paperwork submitted	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Documents proper experience and training.	24
C. Relevance and Extent of Similar Engagements performed _____25_____ points Current vendor for this service. Has worked in the past on County preservation, engineering, and special projects.	25
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Meets all category requirements. Very thorough on cost proposal.	25
E. Reasonableness of Cost Proposal _____20_____ points 3rd lowest of 7 respondents.	18
TOTALS	97

F2

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-14-015 - Title Work – West Jersey Title

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required Paperwork submitted	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Documents proper experience and training.	24
C. Relevance and Extent of Similar Engagements performed _____25_____ points Current vendor for this service. Has worked in the past on County preservation, engineering, and special projects.	25
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Meets all category requirements.	25
E. Reasonableness of Cost Proposal _____20_____ points Lowest of 7 respondents.	20
TOTALS	99

F2

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-14-015 - Title Work – Title America

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required Paperwork submitted	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Documents proper experience and training.	24
C. Relevance and Extent of Similar Engagements performed _____25_____ points One of our current vendors for this service. Has worked on County projects, all land preservation.	23
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Meets all category requirements.	25
E. Reasonableness of Cost Proposal _____20_____ points 2nd lowest of respondents.	19
TOTALS	96

F2

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-14-015 - Title Work – Foundation Title

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required Paperwork submitted	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____25_____ points Documents proper experience and training.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> _____25_____ points Current vendor for this service. Has worked on County preservation projects. No County experience with engineering and special projects.	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____25_____ points Meets all category requirements, however cost-proposal is not inclusive.	25
E. Reasonableness of Cost Proposal _____20_____ points 4th lowest of 4 respondents	17
TOTALS	93

G1

RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF $24,245.00, WITH AN IN-KIND MATCH OF $8,082.00, FOR A TOTAL AMOUNT OF $32,327.00 FROM JULY 1, 2013 TO JUNE 30, 2014

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, for continuation funding for the Specialized Domestic Violence Unit under the STOP Violence Against Women Act Grant Program; and

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

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied in the application and its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy for the administration of grant projects; and

WHEREAS, the total amount of the grant funds to be requested is $24,245.00, with an in-kind match of $8,082.00, for a total amount of $32,327.00, from July 1, 2013 to June 30, 2014.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting grant funds to be used for the Specialized Domestic Violence Unit under the (STOP) Violence Against Women Act Grant Program (Grant I.D. number 12VAWA-58) in the amount of $24,245.00, with an in-kind match of $8,082.00, for a total amount of $32,327.00; and

2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G1

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Adam Taliaferro

DEPARTMENT OF HUMAN SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: MARY PYFFER

DEPARTMENT: PROSECUTORS OFFICE

GRANT TITLE: STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PRG.

DATE: 3/20/2014

CERTIFICATION LETTER

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

REVIEWED BY: [signature]

REVIEWED BY: [signature]
Grants Coordinator

FREEHOLDER MEETING: April 2 2014

STATE OF NEW JERSEY
STOP Violence Against Women Act (VAWA)
Grant Program

PART I

APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED

APPLICATION OVERVIEW

Name of Applicant: County of Gloucester

Title of Project: STOP Violence Against Women Act (VAWA) Grant Program

Amount Applied for: $ 24,245 Federal $ 8,082 Match $ 32,327 Total

Type of Agency: ☐ State ☒ County ☐ Municipality ☐ Nonprofit

What County is your agency located in: Gloucester

Type of Project: ☐ New ☒ Continuing

Have you been designated by the Department of Community Affairs, Division on Women as the lead sexual assault agency in your county? ☐ Yes ☒ No

Have you been designated by the Department of Children and Families, Division of Youth and Family Services as the lead domestic violence agency in your county? ☐ Yes ☒ No

Types of Victims Served for this Project: ☐ Sexual Assault ☒ Domestic Violence

☐ Other _____

STATE OF NEW JERSEY
STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

SUBGRANTEE CHECK LIST

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 with original signatures and 2 copies. (DO NOT STAPLE)

PART I: Documents to be Completed and Returned

- ☒ Application Overview
- ☒ Subgrantee Check List
- ☒ Agency Information Form
- ☒ Project Narrative (Provided by Applicant)
  - ▫ Agency Background, Mission, Experience and Capability
  - ▫ Problem Statement /Needs Assessment
  - ▫ Project Description
  - ▫ Project Goals, Objectives, and Work Plan (Action Strategy)
  - ▫ Partnership/Collaboration or Coordination of Services
    - ▪ 3 Current Letters of Support
    - ▪ Affiliation Agreements, if applicable
- ☒ Project Management and Staff (Provided by Applicant)
    - ▪ Job Descriptions & Resumes (for each position paid for by the grant)
    - ▪ Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- ☒ Budget Detail Form
- ☒ Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)
- ☐ Single Audit, if required. (See Audit Requirements form)

Additional forms provided by nonprofit applicants:

- ☐ Proof of Nonprofit status
- ☐ New Jersey Business Registration
- ☐ New Jersey Charitable Registration
- ☐ Applicable Licenses, Certifications and Permits
- ☐ Form 990-Income Tax Return or audited financial statements
- ☐ List of Officers/Directors/Trustees
- ☐ Sources of Funds Form

SUBGRANTEE CHECK LIST (Continued)

Part II: Documents to be Signed and Returned

- ☒ Application Authorization
- ☒ Certification of Equal Employment Opportunity Plan (EEOP) Form
- ☒ General Conditions and Assurances
- ☒ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- ☒ Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies)
- ☒ Federal Financial Accountability and Transparency Act Information Form
- ☐ Audit Requirements Form
- ☐ Accounting System and Financial Capability Questionnaire

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.**

[VAWA 07/2013]

STATE OF NEW JERSEY
STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

AGENCY INFORMATION FORM

Name of Agency/Applicant: County of Gloucester

Project Title: STOP Violence Against Women Act (VAWA) Grant Program

Answer Questions about Agency-wide Services/Activities
not limited to Project specific services/activities addressed in this application)

Core Services

- Emergency/crisis response
- ☒ Criminal Justice advocacy
- Legal advocacy
- Courtroom advocacy
- Housing advocacy
- Financial advocacy
- Legal services
- Emergency financial assistance
- In person information/referral
- Telephone information/referral
- Economic development/networking services for victims
- Services for the children of victims (e.g., babysitting, recreation, etc.)
- Shelter — If checked - indicate the number of beds available _____
- Transitional housing — If checked - indicate the number of family housing units _____
- Long term counseling
- Short term counseling
- Support groups
- Victim outreach
- Community education
- Hotline

Indicate if your agency has programs for the following types of crime victims:

- DWI
- Neglected or abused children
- Domestic violence
- Homicide
- Sexual Assault
- Human Trafficking

State of New Jersey
STOP Violence Against Women Act (VAWA) Grant Program
Agency Information Form

Official Name of Applicant Agency: County of Gloucester			
Address: 2 South Broad Street, P.O. Box 337			
City/State: Woodbury, NJ	**Zip Code + 4:** 08096-4604		County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office			
Agency Website:	Fiscal Year Start Date: 1/1/13		Federal ID Number: 216000660
Charitable Registration Number (if nonprofit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? ☐ Yes ☒ No If yes, please explain on a separate sheet.		New Jersey Business Registration Certificate:	
Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, **Zip Code + 4** (if different from above):			
Telephone: 856-853-3395	**Ext.**	**Email:** rdamminger@co.gloucester.nj.us	**Fax:** 856-853-3494
Name and Title of Project Director: Sean F. Dalton, County Prosecutor			
Street Address, City, State, **Zip Code + 4** (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5534	**Ext.**	**Email:** sdalton@co.gloucester.nj.us	**Fax:** 856-384-8624
Name and Title of Contact Person: Mary K. Pyffer, Victim Witness Coordinator, Chief of Trial			
Street Address, City, State, **Zip Code + 4** (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5549	**Ext.**	**Email:** mpyffer@co.gloucester.nj.us	**Fax:** 856-384-8624
Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, **Zip Code + 4** (if different from above):			
Telephone: 856-853-3353	**Ext.**	**Email:** gschwarz@co.glouocester.nj.us	**Fax:** 856-251-6778
Name and Title of Fiscal Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, **Zip Code + 4** (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5532	**Ext.**	**Email:** bjscott@co.gloucester.nj.us	**Fax:** 856-384-8624

STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM
12VAWA-58

PROJECT NARRATIVE

The funding for the Victim Advocate position assigned to the Specialized Domestic Violence unit will provide assistance to victims of domestic violence wherein the charges are heard at the municipal court level. This position provides notification of the proceedings to victim and witnesses associated with cases, an explanation of the judicial system to victims so they are aware and understand what is happening and what additional resources are available to them so that they are less likely to be victims of domestic violence in the future. An assistant prosecutor whose salary is currently funded by the County is assigned to prosecute domestic violence cases in approximately 10 out of 22 of the municipal courts.

AGENCY BACKGROUND, MISSION, EXPERIENCE AND CAPABILITY

Gloucester County is a community of approximately 288,288 persons. The year 2011 domestic violence offense report of the Uniform Crime Reporting Unit of the State Police reports 2,735 police responses to domestic violence with 941 arrests for offenses included within the Prevention of Domestic Violence Act ranging from homicide to harassment. This is decrease of 645 responses and 191 arrests from the year 2010. In 2011, there were a total of 158 arrests involving domestic violence restraining orders in Gloucester County.

As is true throughout New Jersey, the resulting charges may be venued in one of three courts: Superior Court Criminal Division, Superior Court Family Division or Municipal Court. The cases are venued in one of these three courts depending on the potential penalty and the nature of the offense. Indictable matters, for which a state prison term may be imposed, are heard in Superior Court Criminal Division. Restraining Order charges that are graded as disorderly persons offenses are venued in Family Court and defendant is not entitled to a jury trial. Disorderly Persons domestic violence offenses such as assault and criminal mischief charges are heard in the 24 municipal courts located throughout the county.

The applicant, Gloucester County Prosecutor's Office, has adopted and implemented an evidence based prosecution policy since 1992. This policy is a core element of a community based collaborative effort which includes an active county multidisciplinary Domestic Violence Working Group, and routine referrals of victims to the DV/SAFE Gloucester County Agency. Our policies, practices and collaborative efforts have expanded in scope, detail and focus as each year's efforts yielded improved practices produced by experience and more productive inter-agency communication and cooperation.

In 1999 our office formed the Domestic Violence Specialized Unit wherein Assistant Prosecutors and a Victim Advocate from the Gloucester County Prosecutor's Office appeared in all 24 Municipal Courts to represent the State in the prosecution of domestic violence disorderly person's offenses. Prior to the establishment of the Specialized Unit, the effective prosecution of disorderly person's domestic violence complaints was very difficult at the municipal court level. The municipal prosecutor was unlikely to have seen the file prior to court or to have met with the victim. He or she had no Victim/Witness or other staff who could meet with or, at the least, communicate by phone or letter with the victim. In most cases, if the victim expressed any reluctance to testify on behalf of the State, the charges were dismissed.

Our office currently prosecutes cases and provides direct Victim Advocate services in 10 of the County's municipal courts. In addition, victims from the other municipal courts may contact and receive services from our DV Municipal Court advocate and/or any other Victim Advocate on our staff.

By providing these services at the municipal court level our hope is to provide the necessary resources to the victims to prevent future acts of domestic against them. Rosemarie provided services to 744 victims of domestic violence during the 2013 calendar year.

PROBLEM STATEMENT/NEEDS ASSESSMENT

Presently, an evidence-based prosecution protocol is in effect throughout the county and for all venues; criminal, family and municipal court. This directive requires that any domestic violence case must be prosecuted when either the victim is willing to testify on behalf of the State or the incident is independently corroborated. A complaint is never to be dismissed simply because the victim requests that it be (Directive adopted 2/2/00, amended 1/2/03)

A comprehensive supplemental domestic violence investigation form was also adopted on 2/2/00 and amended in March, 2003. The form must be followed and completed for all domestic violence investigations resulting in arrest. The form is designed to prompt the responding law enforcement officer through the elements of an evidence-based investigation. The form includes numerous check-off boxes designed to fully preserve the officer's observations on the victim's demeanor and also includes a check-off list of risk factors that may be used as input with the emergent judge setting bail.

The prosecution directives and investigation checklist were designed to assure the effectiveness of the Prosecutor's municipal domestic violence prosecution initiative, made possible as the result of receiving funding under VAWA to establish a Specialized Domestic Violence Unit.

The goal of our evidence-based prosecution policy is to enhance victim safety. This result occurs in two general ways. First, police officers trained to use pro-prosecution investigation techniques during domestic violence calls are equipped to use the full range of emergency provisions designed to increase victim safety immediately following police intervention. When officers preserve evidence of family violence by photographing visible signs of injury and property damage, recording spontaneous statements of victims and witnesses (including children), and obtaining comprehensive statements, the State is more likely to be able to prosecute the batterer. The pending prosecution creates a tool for maintaining victim safety through bail conditions and the direct practical deterrence of knowing that charges are "pending." The second is that when a defendant is convicted, victim safety is enhanced as the result of jail and suspended jail sentences and supervised probation with conditions such as court ordered attendance at batterer's counseling and drug and alcohol treatments, including, when appropriate, a condition of alcohol abstinence.

Through the Specialized Domestic Violence Unit we currently provide Victim Advocate Services at the Municipal Court Hearings for 10 out of 22 of our municipalities and services at our office and via telephone for all of the municipalities.

GOALS, OBJECTIVES & METHODS

This goal of this program is to provide consistent assistance to victims of domestic violence appearing in municipal court so that they will be less likely to be victims of domestic violence in the future by providing the following services:

-Notify victims of all hearings and what steps will be/have been taken in court

-Advise victims of their right to submit a written statement regarding the impact of the crime

-Notify victims when offenders are released from jail

-Arrange for transportation to court proceedings where necessary

-Provide victims with informational literature, crisis counseling, information on obtaining emergency shelter, municipal welfare, school assistance, etc.

-Handle telephone calls and walk-in victims with case information or any other questions or concerns they may have.

Project Work Plan (Action Strategy) STOP Violence Against Women Act (VAWA) Grant Program

Project Name:_County Office of Victim Witness Advocacy – DV Advocate

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Unit Administration	To represent Victim/Witness and Prosecutor's Office to Community	7/1/13-6/30/14	Mary K. Pyffer, Chief of Trial/ Victim/Witness Coordinator
Unit Administration	Supervision of Sexual Assault and Domestic Violence Unit	7/1/13-6/30/14	Audrey M. Curwin, Sr. Assistant Prosecutor
Prosecution	Prosecution of Domestic Violence cases in 10 municipal courts	7/1/13-6/30/14	Katherine Mika, Assistant Prosecutor
Clerical Support	Mail out initial contact letter, victim impact letter and domestic violence brochure	7/1/13-6/30/14	Rosemarie Seider-Paquin and/or other clerical staff to be assigned
Notification of Jail release	Notify victims when defendant are released from jail	7/1/13-6/30/14	Rosemarie Seider-Paquin
Transportation	Arrange for transportation for victims to appear at municipal court hearings when needed	7/1/13-6/30/14	Rosemarie Seider-Paquin
Direct service to victims of domestic violence at municipal court proceedings	Appearance at municipal court to meet directly with victims to advise them of their rights, explain court proceedings and answer any questions they may have regarding crisis counseling, emergency shelter and other assistance available.	7/1/13-6/30/14	Rosemarie Seider-Paquin
Prosecution Liaison	Provides information obtained from victim to the assistant prosecutor to obtain the best resolution to the proceedings	7/1/13-6/30/14	Rosemarie Seider-Paquin
Follow up information	Handles follow up phone calls or walk in assistance to victims with additional questions	7/1/13-6/30/14	Rosemarie Seider-Paquin

PARTNERSHIP COLLABORATION/COORDINATION OF SERVICES

The Gloucester County Prosecutor's Office has co-chaired the County Domestic Violence Working Group since 1992. The group meets at least six times per year and has consistently had the support and attendance of the shelter agency, court, probation department, DYFS, alcohol and drug treatment programs and Adult Protective Services. Our office continues to work with DV/SAFE Gloucester County and the NJ Coalition for battered women to provide services to victims of domestic violence.

Since 1994, the Gloucester County Prosecutor's Office has had Victim/Witness staff present at all restraining order hearings in order to provide outreach to victims of crime who are in court for the final order hearing. Routine questions are reviewed with the victim, using a questionnaire which is centered on whether the victim is being pressured to drop charges, their concerns about the defendant's release, drug and alcohol abuse issues and information about evidence which might not have been obtained during the initial investigation response, such as additional medical care needed or photo documentation.

Members of the Gloucester County Prosecutor's Staff provide domestic violence training to new law enforcement officer recruits at the Gloucester County Police Academy and annual domestic violence recertification for law enforcement officers.

PROJECT MANAGEMENT AND STAFF

The staff presently associated with the Specialized Domestic Violence Unit are as follows:

Project Director: Prosecutor Sean Dalton. Prosecutor Dalton oversees the prosecution of all cases in Gloucester County

Victim/Witness Coordinator: Mary Pyffer, Chief of Trial Section. Ms. Pyffer supervises the Victim/Witness staff.

Supervisory, Sex Assault and Domestic Violence Unit: Sr. Assistant Prosecutor Audrey Curwin. Ms. Curwin is responsible for the day to day supervision of the Sexual Assault and domestic violence units, as well as a full case load of adult and child victim sexual assault crimes.

Assistant Prosecutor Katherine Mika: member of the New Jersey Bar; Responsible for disorderly persons domestic violence prosecutions.

Victim Advocate Rosemarie Seider: Responsible for victim services to disorderly persons domestic violence prosecutions. A copy of Ms. Seider's resume is attached.

New Jersey Civil Service Commission

You are reading the State of New Jersey Job Descriptions. This is **not** a Job Vacancy Announcement.

Job Specification

ADVOCATE, VICTIM-WITNESS PROGRAM

DEFINITION

Under direction, provides advocate services to crime victims, witnesses and their families to cope with the financial and emotional problems encountered as a result of becoming a crime victim or witness; provides assistance during court procedures; provides social service referrals; does other related duties.

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

NOTE: Appointments may be made to positions requiring bilingual skills.

09006 - Bilingual in Spanish and English
SPECIAL SKILL
Applicants must be able to read, write, speak, understand, or communicate in Spanish and English sufficiently to perform the duties of this position.

EXAMPLES OF WORK:

Interviews crime victims and witnesses to provide information, advice and assistance.

Participates in public speaking engagements to educate the public on the purpose and existence of the program.

Reviews cases with victims and witnesses; notifies victims and witnesses of their rights and, of the status of their cases.

Provides assistance to victims and witnesses to resolve the problems associated with court appearances (ie. lost wages, child care, transportation, etc.).

May accompany victims or witnesses to the prosecutor's office, grand jury, or courts to provide support; assists victims or witnesses in providing statements.

Responds to questions or concerns regarding criminal justice system procedures, rules and regulations.

Establishes and maintains cooperative working relationships with those interested or involved in the work of the program.

Provides referrals for needed services, which may include counseling, social services and self-help groups.

Provides assistance to victims to prepare and deliver victim impact statements.

Provides advice to victims to file claims with the Violent Crimes Compensation Board.

Participates in the preparation of informational brochures.

Prepares reports.

Will be required to learn to utilize various types of electronic and manual information systems used by the agency, office or related units.

REQUIREMENTS:

EDUCATION:

Graduation from an accredited college or university with a Bachelor's degree.

NOTE: Applicants who do not possess the required education may substitute additional experience as indicated on a year-for-year basis.

EXPERIENCE:

One (1) year of experience providing advice and referral services to individuals or groups coping with social, emotional, psychological or other problems.

LICENSE:

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

KNOWLEDGE AND ABILITIES:

Knowledge of the methods used to conduct interviews.

Knowledge of the methods used to gather and analyze information.

Knowledge of the economic, social and emotional effects likely to be experienced by crime victims.

Knowledge of the problems likely to be encountered by crime victims and witnesses.

Knowledge of the types of social and community services likely to be needed by crime victims.

Ability to interpret laws, rules and regulations and apply them to specific situations.

Ability to provide advice and assistance to crime victims and witnesses.

Ability to identify the types of services needed by crime victims and witnesses, and provide referrals.

Ability to conduct interviews and gather needed information.

Ability to establish and maintain cooperative working relationships with those interested or involved in the work of the program.

Ability to prepare reports.

Ability to maintain essential records and files.

Ability to learn to utilize various types of electronic and/or manual information systems used in the agency, office or related units.

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. American Sign Language or Braille may also be considered as acceptable forms of

communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential duties of the position after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

This job specification is applicable to the following title code(s) which are different work week or work month and/or variants of the job class title:

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
07003		L	C		N/A	01		-
09006	Bilingual In Spanish And English	L	C		N/A	01		-

This job specification is for **local** government use only.
Salary range is only applicable to state government.
Local salaries are established by individual local jurisdictions.

7/21/2004

1748 RED OAK ROAD • WILLIAMSTOWN, NJ 08094
PHONE (856)629-2819 • E-MAIL RSPAQUIN@CO.GLOUCESTER.NJ.US

ROSEMARIE SEIDER-PAQUIN

CAREER GOAL

Using my strong interpersonal, communication, and organizational skills, in conjunction with my experience and education to be a contributing member of a dynamic organization in the Criminal Law and Justice field.

SUMMARY OF QUALIFICATIONS

I have experience working in the New Jersey Juvenile Justice System and the Domestic Violence Unit, including discoveries, witness notification and court proceedings. Basic computer skills including Microsoft office 2007 software systems. I have 17 years of valuable experience in caring for youth, often with special needs, in a variety of settings. Certified in Early Childhood Education and first aid, I have developed a reputation as a good listener and someone who is friendly, caring, supportive and understanding. My clients and co-workers know me as being an independent worker, quick learner, organized, dependable, knowledgeable, stable, reliable, flexible, and a team player.

EDUCATION

Masters Degree, Criminal Law and Justice
Boston University *Boston, MA.*

Drunk & Impaired Driving Victimization Training
New Jersey Department of Correction

NOVA Training
National Organization for Victim Assistance

Bachelors Degree, Criminal Law & Justice
Rowan University *Glassboro, NJ*

Certification in Victim Witness Training Course
State of New Jersey Department of Law and Safety

Nursing Assistance Certification
Gloucester County College *Sewell, NJ*

Associates Degree, Early Childhood Education
Community College of Philadelphia *Philadelphia, PA*

PROFESSIONAL EXPERIENCE

Victim Witness Advocate (August 2003 to Present)
Gloucester County Prosecutors Office *Gloucester County, NJ*
Assist Prosecutor within the Municipal Court.
To give outreach to victims of Domestic Violence.

Administrative Assistant (October 2001 to August 2003)
Gloucester County Prosecutors Office *Gloucester County, NJ*
Assist Prosecutor in preparation of documents for court cases.
Notification of victims for court hearings, restitution and releases.
Maintain open case dockets and applicable juvenile records.

Supervisor of Community Service Site
Gloucester County Probation/ First Presbyterian Church of Williamstown (February 05 to December 2010)
Camden County Probation/Friendship Community Church (March 03 to November 03)

Internship (Summer 2001)
Gloucester County Prosecutors Office *Gloucester County, NJ*
Assisted Victim Witness Advocate.
Prepared files for court.
Sent discoveries to defense attorneys.

Child Care Provider (1988 – June 2001)
Sole proprietor of successful home – based business. *Williamstown, NJ*
Caring of children from birth to school age.
Providing of basic preschool skills in a safe and loving environment.
Experienced with diversified backgrounds and special needs.

Nursing Assistant (1986 – 1987)
Voorhees Pediatrics Hospital *Voorhees, NJ*
Providing of nursing care to terminally ill children.
Use of specialized feeding and caring techniques.
Preparation of daily reports on patient status.

Assistant Teacher (1980 – 1983)
Northeast Community Center *Philadelphia, PA*
Teaching of special needs children, infant to school age.
Working with mild to severe mentally and physically challenged children.
Certified in Early Childhood Education.

PROGRAM EVALUATION

An evidence based prosecution policy is in effect for all Gloucester County venues. The funds from this grant will allow us to continue to provide services to victims of domestic violence prosecuted in municipal court.

Samples of the letters, Victim Impact Information Form, Domestic Violence Brochure, and Crime Victim Surveys are attached.

In addition, information regarding victim services is inputted into the VATS database.

Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.
Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: County of Gloucester **Grant No:** 12VAWA-58

Budget Detail Form

COST ELEMENT

A. Personnel **1. Salaries and Wages** List each name and position	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary or Hourly Rate	Grant Funds	Match	Project Total
Rosemarie Seider, Victim Advocate	36.50%	$65,582	$24,245	$0	$24,245

SUB-TOTAL SALARIES AND WAGES	$24,245	$0	$24,245

Applicant: County of Gloucester **Grant No:** 12VAWA-58

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	**Grant Funds**	**Match**	**Project Total**
Rosemarie Seider, Victim Advocate	$0	$8,082	$8,082
Pension 13.65%; Group Insurance 32.87%; NJ Employment Security .38%; FICA/Med 7.65%			
Total 54.55%			

SUB-TOTAL FRINGE BENEFITS	$0	$8,082	$8,082

TOTAL SALARIES, WAGES AND FRINGE	$24,245	$8,082	$32,327

Applicant: County of Gloucester

Grant No.: 12VAWA-58

Budget Detail Form

COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	**Contracted Services Provided/ Seminar Registration/ Costs for professional services**	**Unit Cost/ Hourly Rate**	**Units/ Project Hours**			
(e.g., cell phone service)						
TOTAL PURCHASE OF SERVICES				$0	$0	$0

C. Travel, Transportation, Subsistence (show food costs related to travel only)			Grant Funds	Match	Project Total
Purpose / Location	**Item (e.g., # of Miles)**	**Computation (e.g., $.31 per Mile)**			
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE			$0	$0	$0

Applicant: County of Gloucester

Grant No: 12VAWA-58

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
TOTAL CONSUMABLE SUPPLIES	$0	$0	$0

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	Grant Funds	Match	Project Total
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (land line)			
Other (specify)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES	$0	$0	$0

Applicant: County of Gloucester

Grant No.: 12VAWA-58

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
TOTAL EQUIPMENT	$0	$0	$0

G. Victim Aid for VOCA, VAG, VAWA Grants Only (list each item & show unit cost & calculations)	Grant Funds	Match	Project Total
TOTAL VICTIM AID	$0	$0	$0
TOTAL PROJECT COST	$24,245	$8082	$32,327

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) FORMULA GRANT
12VAWA-58
BUDGET NARRATIVE

A. Personnel

1. Salaries & Wages

Funds under this grant are being used to retain the existing position of the Victim Advocate assigned to the Domestic Violence Specialized Unit. This position provides various essential services to victims of crime including but not limited to:

-notification of status of charges
-victim services available
-accompaniment to court proceedings

This funding will continue to partially pay the Victim Advocate salary and allow us to continue to provide these services. The salary is budgeted for July 1, 2013 to June, 2014 based upon the CWA contract in effect for that period.

2. Fringe Benefits

Fringe benefits for the Victim Advocate assigned to the Domestic Violence Specialized Unit are being submitted as matching funds for this position. The current Gloucester County Fringe Rate is 54.55%. This rate exceeds the $8,082 match amount. A copy of the document provided by the County Treasurer regarding this rate is attached for your reference.

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

TO: ALL DEPARTMENTS

FROM: GARY M. SCHWARZ
COUNTY TREASURER

DATE: APRIL 30, 2013

RE: 2013 FRINGE BENEFITS

The 2013 General Fringe Benefit percentage is 54.55%. The breakdown by individual category is as follows:

Pension	13.65*
Group Insurance	32.87
NJ Employment Security	.38
FICA/Medicare	7.65
	54.55

*For employees covered by Police and Firemen Pension, substitute 22.99% for the above 13.65%.

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

COUNTY TREASURER'S
OFFICE

TREASURER
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322
Fax: 856.251.6778

P.O. Box 337
Woodbury, NJ 08096

www.co.gloucester.nj.us

New Jersey Relay Service – 711

STATE OF NEW JERSEY

STOP Violence Against Women Act (VAWA) Grant Program

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

July 2013

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

Application Authorization

Certification of Equal Employment Opportunity Plan (EEOP) Form

General Conditions and Assurances

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements

Resolution of Participation

Certification of Recording Officer (not applicable to State Agencies)

Federal Financial Accountability and Transparency Act Information Form

Audit Requirements Form

Accounting System and Financial Capability Questionnaire

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

STOP Violence Against Women Act (VAWA) Grant Program

for a federal subgrant in the approximate amount of $ 24,245, with the Subgrantee providing a match of $ 8,082 (if applicable), for an approximate total project cost of $ 32,327.

This application consists of the following additional attachments for all applicants:

1. Program Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies),
8. Federal Financial Accountability and Transparency Act Information Form, and
9. Single Audit, if required. (See Audit Requirements form)

For nonprofit applicants, this application consists of the following additional attachments:

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. New Jersey Business Registration,
4. Applicable Licenses, Certifications and Permits,
5. Form 990-Income Tax Return or audited financial statements,
6. Accounting System and Financial Capability Questionnaire,
7. Audit Requirements Form,
8. Income Sources Form, and
9. Applicable list of Officers/Directors/Trustees.

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the

application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As the duly authorized representative of the Subgrantee, I ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As the duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As the duly authorized representative of the Subgrantee, I ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

County of Gloucester
Subgrantee

Grant # 12VAWA-58

Signature of Authorized Official

Freeholder Director
Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Robert M. Damminger
Printed Name of Authorized Official

Signature of Project Director

Sean F. Dalton
Printed Name of Project Director

Date

[rev'd 07/2013]

CERTIFICATION FORM

Recipient Name and Address: County of Gloucester, 2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096
Grant Title: STOP VAWA Grant Program Grant Number: 12VAWA-58 Award Amount: 32,327
Contact Person Name and Title: Mary Pyffer, V/W Coordinator Phone Number: (856) 384-5549

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title _____ Signature _____ Date _____

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robert M. Damminger **[responsible official]**, certify that the County of Gloucester **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: County of Gloucester, Equal Opportunity Employment Office **[organization]**, at 2 South Broad Street, Woodbury, NJ 08096 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Robert M. Damminger, Freeholder Director _____ _____

Print or type Name and Title **Signature** **Date**

OMB Approval No. 1121-0140 Expiration Date: 01/31/06

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.

2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: http://www.ojp.usdoj.gov/financialguide/) (OJP Financial Guide).

3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular Letter) will be grounds for termination of this subaward.

4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).

8. The Subgrantee understands and agrees to comply with federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and it subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.

12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act

of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.

15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.

19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for $500,000 or more (or receives an aggregate of $1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.

20. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.

21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or

proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

23. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.

24. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

25. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

26. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the

implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.

27. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.

28. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.

29. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

30. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

31. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530

e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish)

For additional information visit DOJ OIG's website at www.justice.gov/oig.

32. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

33. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.

34. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

35. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov).

36. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed $56.25 per hour or $450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds $450 per day the Subgrantee will receive written approval from DCJ.

37. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

38. Subgrantee agrees to maintain annual Central Contractor Registration (CCR) registration with the federal government at http://www.ccr.gov/ and maintain a current Data Universal Numbering System (DUNS) number. A Subgrantee may not receive a subaward unless it has provided a DUNS number.

39. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

40. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

44. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of $250 or more in a fiscal year on advances of grant funds.

45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.

46. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.

47. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the

Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.

48. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.

49. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

50. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.

51. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

52. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.

53. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.

54. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:

a. Deviations in excess of $100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.

b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.

c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.

55. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.

b. Disallow all or part of the cost of the activity or action not in compliance.

c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.

d. Withhold further awards for the program.

e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.

f. Take other remedies that may be legally available.

56. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

57. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

58. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

59. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

60. The Subgrantee agrees that under certain instances it may be considered "High Risk":
    a. If L&PS determines that a Subgrantee:
        i. Has a history of unsatisfactory performance.
        ii. Is not financially stable.
        iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
        iv. Has not conformed to terms and conditions of previous awards.
        v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

    b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
        i. Payment on a reimbursement basis.
        ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
        iii. Requiring additional, more detailed financial reports.
        iv. Additional project monitoring.
        v. Requiring the Grantee to obtain technical or management assistance.
        vi. Establishing additional prior approvals.

    c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

i. The nature of the special conditions/restrictions.
ii. The reason(s) for imposing the special conditions.
iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
iv. The method of requesting reconsideration of the conditions/restrictions imposed.

61. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to $500,000.

62. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

63. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

64. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.

65. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

66. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular Letter 11-05-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
   a. A timekeeping system requirement as specified above.
   b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
   c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.

71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester

Subgrantee

Grant # 12VAWA-58

Signature of Authorized Official

Freeholder Director

Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Robert M. Damminger

Printed Name of Authorized Official

Date

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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

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

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096

2. Application Number and/or Project Name:

12VAWA-58 / STOP Violence Against Women Act (VAWA) Grant Program

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature 6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester

2. City: Woodbury 3. State: NJ 4. **Zip + 4** 08096-4604
(www.usps.com/zip4/)

5. Congressional District (Agency main office) (2 digits) (01 – 13): 01 6. County: Gloucester
(http://www.govtrack.us/congress/findyourreps.xpd)

7. DUNS number (http://www.dnb.com/us/) (9 digits): 95-736-2247

8. Location of Primary Place of Performance of Project (if different than above). Enter the **ONE** location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: _____ State: _____ **Zip + 4** _____

Congressional District (2 digits) (01 – 13): _____ County: _____

9. Central Contractor Registration Completed (http://www.ccr.gov/): **Yes:** x **No:** _____

If No, please explain: _____

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) $25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
(http://www.cgsh.com/cgsh/SECDeterminationofNamedExecutiveOfficers.pdf)

	Officer Name	Total Compensation
#1		
#2		
#3		
#4		
#5		

11. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____

4. Award Title: _____

5. Award Number: _____

6. Transaction Type: _____ 7. CFDA Number: _____

8. Program Source: _____

Rev'd 3/12

G2

RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS FOR THE GOOD NEIGHBOR CITIZENSHIP GRANT FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN THE AMOUNT OF $12,000.00 TO EDUCATE THE PUBLIC ABOUT THE IMPORTANCE OF CAR SEATS AND BIKE HELMETS

WHEREAS, the County of Gloucester, through the Gloucester County Sheriff, wishes to apply for and obtain funding for the education of the use of car seats and bicycle helmets and to provide car seats and helmets to those in need; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to any documents to apply to State Farm from January 1, 2014 to December 31, 2014 in the amount of $12,000.00; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 2, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

ROBERT N. DILELLA, CLERK

C-2

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Adam Taliaferro

DEPARTMENT OF HUMAN SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: DONNA SPEAKMAN

DEPARTMENT: SHERIFFS OFFICE

GRANT TITLE: GOOD NEIGHBOR CITIZENSHIP GRANT

DATE: 3/20/2014

CERTIFICATION LETTER

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

REVIEWED BY: [signature]

REVIEWED BY: [signature]
Grants Coordinator

FREEHOLDER MEETING: APRIL 2, 2014

GRANT REQUEST FORM

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

DATE: 2-19-14

1. TYPE OF GRANT
   _____ NEW GRANT
   X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER_____
2. GRANT TITLE: Good Neighbor Citizenship Grant
3. GRANT TERM: FROM: January 1, 2014 TO: December 31, 2014
4. COUNTY DEPARTMENT: Gloucester County Sheriff
5. DEPT. CONTACT PERSON & PHONE NUMBER: Donna Speakman 856-384-4638
6. NAME OF FUNDING AGENCY: State Farm
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The intention is to get the message to parents And Caregivers of children the importance of the use of Carseats & Bicycle helmets. To provide Carseats And Helments to those in need.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
Steve Allen			
Kim Reichert			
Douglas Daniels			

9. TOTAL SALARY CHARGED TO GRANT: $ 6488.00
10. INDIRECT COST (IC) RATE: 0 %
11. IC CHARGED TO GRANT$ 0
12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %
13. DATE APPLICATION DUE TO GRANTOR 10/31/13

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 2-19-14

1. GRANT TITLE: Good Neighbor Citizenship Grant
2. DEPARTMENT: Glaucester County Sheriff
3. GRANT ID NUMBER: STATE: _____

   FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Jennifer Young
5. FUNDING AGENCY PHONE NUMBER: 973-739-5206
6. GRANT AMOUNT: $12,000.00
7. A. CASH MATCH AMOUNT: 0
   (Attach mandated documentation)

   B. IN-KIND MATCH: 0

   C. MODIFICATION AMOUNT: 0

   D. NEW TOTAL: $12,000.00
8. CONTRACT PERIOD: FROM: Jan. 1, 2014 TO: Dec. 31, 2014
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: yes

   REIMBURSEMENT: MONTHLY: _____
   QUARTERLY: X
   END OF CONTRACT: _____
   OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ____ NO X
    ARE THEY MONTHLY ____ QUARTERLY X ____ END OF CONTRACT ____

    LIST DATES REPORTS ARE DUE: 3-31-14, 6-30-14, 9-30-14
    12-31-14

Speakman, Donna

From: Jennifer Young [jennifer.young.h3kb@statefarm.com]
Sent: Thursday, February 13, 2014 10:41 AM
To: Speakman, Donna
Subject: Good Neighbor Citizenship Grant Approved!
Attachments: 2014 Partner Reporting Template.docx

Dear Donna,

I hope this email finds you well.

Congratulations! The 2014 grant for the County of Gloucester's Child Passenger Safety initiative has been approved for $12,000.00. Our accounting department will send you the check within the next few weeks. An Acknowledgement of Contribution form will be included. Please fax the completed form to the number provided as soon as possible.

Also, to better track our activity with State Farm-funded organizations, I ask that you fill out the attached quarterly report and submit it to me by the end of each quarter. Please note, there are no requirements related to this report. This is simply a way for me to better understand how we can support each other.

Additionally, please keep me updated on your 2014 programs and events so that we can possibly coordinate a check presentation and/or press release related to the grant.

Thank you for the great work you do and for partnering with State Farm.

I look forward to working with you!

Sincerely,

Jennifer Young
Community Field Specialist – NJ, CT, NH, VT & ME
P: 973-739-5206 I F: 973-739-5225 I jennifer.young.h3kb@statefarm.com
Learn more about State Farm's community involvement by clicking here.
Follow me on Twitter: @SF_JenYoung

State Farm 2014 Good Neighbor Citizenship Grant
Quarterly Reports

Organization:
Program Contact:
Date:

Quantifiable Outcomes for Programs *Funded by State Farm*

Outcome	Q1 3/31/2014	Q2 6/30/2014	Q3 9/30/2014	Q4 12/31/2014	2014 Total
# of people impacted by State Farm funded program					
# of opportunities for engagement with State Farm associates					
# of media placements mentioning State Farm *provide links below, if available					
Use of electronic media to promote State Farm (yes or no) *Please list resources (i.e. Twitter, Facebook, website)					
# of opportunities for legislative engagement					

Quality of Outcomes

[Please provide any testimonials and/or summary of the grant program and its impact on your community. Please include lessons learned, successes, and stumbling blocks. How will these things be built on or, if needed, addressed for the remaining period of the grant.]

Quarter 1

Quarter 2

Quarter 3

Quarter 4

2014 Gloucester County Budget

Acct #	Description	
G-02-14-224-000-10101	Salaries	$ 6,488.00
G-02-14-224-000-20299	Other Expenses	1801.55
	Bicycle	$ 3,710.45
	Safety Seats	
	TOTAL.....	**$ 12,000.00**

Items to be purchased will be the following:

25 convertible car seats @61.79	$1,544.75
30 booster back car seats@$29.79	$893.70
50 bicycle helmets @ 16.96 sm, med, & large	$848.00
25 bicycle helmets @ 24.99 extra large	$424.00

Form C-2
Department Code 270
Submission Date
Revision Date_____

Grant Application Process

Logout

Confirmation of Application Receipt:

* indicates required field

Your application was successfully submitted to State Farm. No further action is required. You can expect to receive notice on the status of your application by year end. To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to return to the homepage when you are finished.

Contact Information

Title	Secretarial Assistant
* Prefix	Mrs.
* First Name	DONNA
* Last Name	SPEAKMAN
* Street Address	2 S BROAD STREET
Address 2	
* City	Woodbury
* State or Province	New Jersey
* Postal Code	08096
* Telephone	856-384-4638
Extension	
* E-mail Address	dspeakma@co.gloucester.nj.us

Organization Information

* Legal Name	County Of Gloucester
* Street Address	2 South Broad Street
Address 2	
* City	Woodbury
* State or Province	New Jersey
* Postal Code	08096
Tax ID	216000664
* Phone Number	

	856-384-4638
Fax Number	856-384-4679
* E-mail Address	dspeakma@co.gloucester.nj.us
Website Address	Gloucestercounty.nj.gov
Social Media Website Address(es)	

Proposal Objectives

* Program Title	Child Passenger Safety
* Program Start Date	01/01/2014
* Program End Date	12/31/2014
* Summary	Our vision is to police our communities in a positive light, helping our fellow officer, our constituents, and the communities helping each other. Our hopes are to educate the caregivers, parents and the children on the importence of helmets and car seat use during any wheeled activity. Educating the children on bicycle and car seat safety. Our hope is to provide helmets and car seats to children who do not have helmets or car seats or have outgrown what they have. Our office also hopes to educate parents of the proper usage of safety seats for children and to provide seats for family who financially cannot afford seats for their children.
* Intended Outcomes	The intention of this program is to get the message across to as many parents, cargegivers and children the importance of wearing head protection in the form of bicycle helmets. Also the importance of car seat use.
* Purpose and Objectives	Decrease the statistics among children who have suffered vehicle and wheel related injuries and death. Increase safety seat and helmet distribution and education. We would like to attain the best allocation and produce quantifiable results.We will conduct school assemblies, bike fair, rodeo, fitting stations and community events covering such topics as proper safety seat installations, rules of the road for bike riding, bike maintenance. Demonstrate how to check tire pressure, brakes and chain on a regular basis. Picking the right bike fit. Offer incentives to children signing "Promise Pledge", agreeing to wear helmts everytime they ride. Incentive giveaways to remind the children to wear their helmets. Having children bring helmets and safety gear for inspection and proper fit. Replacement of improperly fitted helmets. Supply helmets and safety equipment to those in need. Increase child safety seat distribution and educate the residents/caregivers of Gloucester County on the proper fitting of seats.
* Program Established	2007
* Demonstrated Success	Success is demonstrated through the NHTSA (National Highway Traffic Safety Administration) statistics reflecting a reduction in fatalities in Gloucester County NJ by using car seats.
* Program Activities	Our Department has at least one event per month if not more. We schedule car seat checks, provide education to the parents and caregivers. We hold bike checks, rodeos and provide car seats, booster seats and bicycle helmets for those children that need

	them to assure the safety of the children. Our office has a team of 8 officers who are trained in the proper installation for the car seats. The officers supervise the parents or caregivers in the proper installation for each vehicle and car seat as per the automobile manual for each.
* State Farm Connection	Our main focus is the safety of the children in motor vehicles and on bicycles. While recognition is a wonderful aspect being a Government Agency we are governed by certain practices. The recognition that the County provides is a Resolution presented by the County Freeholders.
* Elected Officials and/or Community Leaders	Carmel M. Morina, Sheriff of Gloucester County oversees the Sheriffs Department along with the activities of this Program.
* Communicate Results	Our office communicates through government officials by invitation to attend our events, email notifications and flyers advising of our scheduled activities at schools and community events.
* Semi-annual and Final Results	Yes

Budget

* Requested Amount	$12,000.00
* Charitable Amount	$12,000.00
* Non-Charitable Amount	0.00
* Program Budget	Salaries : $6,488.00 100 hours X $39.88 (hr rate) =$3,988.00 hours X $50.01 (ot rate) = $2500.00 Bicycle Commodities: $4,149.50 Helmets s/m/l @ 24.99 each X 50= 1,249.50 Helmets xlarge @ 30.00 each X 25=$750.00 Knee pads 2/m/l/ex @ $17.00 each X 75= $1,275.00 Safety reflectors @$10.00 each X 75= $750.00 Water bottles @ 1.25 each X 100= $125.00 Safety Seats: $3,225.00 Covertible seats @75.00 X 25=$1,875.00 Booster Back @ 45.00 X 30=1,350.00
* Overall Funding	Salaries : $6,488 100 hours X $39.88(hr rate) =$3,988.00

	50 hours X $50.01 (ot rate)= $2500.00 Bicycle Commodities: $4,149.50 Helmets s/m/l @ 24.99 each X 50= 1,249.50 Helmets xlarge @ 30.00 each X 25=$750.00 Knee pads 2/m/l/ex @ $17.00 each X 75= $1,275.00 Safety reflectors @$10.00 each X 75= $750.00 Water bottles @ 1.25 each X 100= $125.00 Safety Seats: $3,225.00 Covertible seats @75.00 X 25=$1,875.00 Booster Back @ 45.00 X 30=1,350.00
* Other Program Funding	National Highway Traffic Safety Administration)Child Passenger Safety from the State of New Jersey $10,000.00 2013.
* Previous Funding	Yes
Additional Funding Justification	The Grant from the State of New Jersey is now only funding the Child Passenger Seats and not the Bicycle Helmet program. Which are both equally important for safety and well being of our children throughout the county.

Geographical Data

* Geographical Area Served	New Jersey
* Specific Area	Gloucester County
* Schools or School Districts Impacted	Gloucester County

Demographics

Demographics	
* Participants Impacted	288,288
* Ethnicity Served	100% Not Specific

* Age Group Served	100% 5-12 yrs Children
* Gender Served	100% All
* Population Served	100% Low Income

Communication Strategy

* Communication Plan	The Gloucester County Sheriff will communicate the information through schools and community events, local law enforcement, community events, newspapers, emails and flyers.
* Program Communication	The Gloucester County Sheriff will communicate the information through schools and community events, local law enforcement, community events, newspapers, emails and flyers.
* Use of Media	The Gloucester County Sheriff will communicate the information through schools and community events, local law enforcement, community events, newspapers, emails and flyers.
* State Farm Recognition	Recognition would be presented in the form of a Resolution presented by the Gloucester County Freeholder Board.

Attachments

Attachments	

Need Support?