

AGENDA

7:30 p.m. Wednesday, July 9, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the closed session minutes from June 11, 2014

Approval of the regular meeting minutes from June 25, 2014.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- SECTION 5311 RURAL TRANSPORTATION PROGRAM - \$152,389.00
These funds will be used to continue the County's effort to bring reliable transportation services to the rural parts of Gloucester County. Transportation will be made available to transit rural residents to non-emergency medical appointments and to various shopping facilities.
- LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS - \$273,535.00
The purpose of this program is to further support emergency readiness of public health departments by upgrading, integrating and evaluating local public health jurisdictions preparedness for response of terrorism, pandemic influenza and other public health emergencies. Funding for this program has been declining as the State has been regionalizing parts of this program.
- WORK FIRST NEW JERSEY - \$1,914,476.00
The purpose of the Work First New Jersey program is to provide workforce readiness training to residents who are currently receiving public assistance. The training the clients receive may be literacy training, work readiness preparation or individual training accounts provided for vocational training. The County has the responsibility of Case Management which entails working directly with clients to provide assistance that is needed for the clients to become employed. Assistance may be in the form of day care, transportation, clothing or any other necessity which will assist the client find and maintain employment.
- MEGAN'S LAW GRANT - \$7,605.00
These funds are to be used to supplement the Gloucester County Prosecutor's Office operating budget to implement the requirements of Megan's Law. This program provides community notification of moderate and high risk sexual offenders living and/or working in Gloucester County.
- EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM - \$10,418.00
This grant will provide funds to enhance Deptford Township's Community Policing Unit. Funds will be used for officer overtime during community policing events. Funds will also purchase equipment and materials for those events. Ten percent of the award will fund the grant administrative cost of the Prosecutor's Office.

A-2 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2013.

In accordance with N.J.S.A. 40A:5-4, the governing body of every local unit is required to have made an annual audit of its books, accounts and financial transactions. The Annual Audit for the year 2013 has now been completed and a copy received by each member of the governing body. This resolution is required pursuant to N.J.A.C. 5:30-6.5 to confirm that each member of the Board of Chosen Freeholders has received a copy of the annual audit and, at a minimum, reviewed the section entitled "Comments and Recommendations".

A-3 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT COMPLAINTS OF TURNERSVILLE PARTNERS, LLC. VS. WASHINGTON TOWNSHIP, DOCKET NUMBERS 006314-2013, 000365-2014.

The Plaintiff, Turnersville Partners, LLC vs. Washington Township, represented by the law firm Zipp and Tannenbaum, LLC, filed state tax appeals contesting the assessment on the subject property known as Block 196.01, Lot 1, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-4 RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2014 TO JUNE 30, 2015.

Rowan University has invited the County of Gloucester to participate in the Federal Off-Campus Work Study Program which it sponsors, making Rowan's students available to the County to work in County operations. This affords students the opportunity to engage in meaningful and educational work which will introduce them to career prospects. This will authorize the off-campus federal work study agreement from July 1, 2014 to June 30, 2015, at no cost to the County.

A-5 RESOLUTION AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FOR A TERM OF ONE (1) YEAR FROM JULY 1, 2014 TO JUNE 30, 2015.

This is a Resolution to appoint members to the Gloucester County Municipal Economic Development Council. The Council consists of one representative from each participating municipality. The representatives are designated by the municipality's Mayor and Town Council Members. Representatives from various County departments who participate in economic development related programs are also appointed.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION APPROVING AN AGREEMENT WITH THE TOWNSHIP OF FRANKLIN TO USE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$50,000.00 FROM JULY 9, 2014 TO JULY 8, 2015 FOR A PROJECT TO MITIGATE METHANE BUILD-UP BENEATH THE TOWNSHIP RECREATIONAL FACILITY.

The Planning Division's Housing and Community Development Program is requesting the approval of an Agreement with the Township of Franklin for the construction of an active soil vapor extraction & passive venting system to mitigate methane gas built-up beneath the municipally owned recreation facility (formerly the township landfill) thereby abating the detriment to public health and safety. This is an approved Public Facilities Project using Community Development Block Grant Funds in the amount of \$50,000.00 from July 9, 2014 to July 8, 2015.

C-2 RESOLUTION APPROVING THE 2014 ANNUAL ACTION PLAN ENCOMPASSING THE PY 2014 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM.

The Department of Public Works, Planning Division's Housing and Community Development Program is seeking Freeholder approval of its upcoming 2014-2015 Program Year Annual Action Plan to assist low and moderate income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities and community development opportunities within the County. Program Year begins September 1, 2014 with an allocation of \$1,153,310.00 in Urban County CDBG Entitlement funds, \$474,554.00 in HOME Investment Partnership program funds, and \$147,836.00 in Washington Township Entitlement CDBG Funds. In accordance with the County's citizen participation plan, as of June 6, 2014 the Annual Action Plan has been on display for public review and comment for a 30 day period at the Washington Township Municipal building, the Gloucester County Administration Building (Clerk of the Board's Office) and the Government Services Complex in Clayton and on the County's official website.

C-3 RESOLUTION APPROVING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO HARRISON ST. A.K.A. MANTUA RD., COUNTY ROUTE 678 IN THE TOWNSHIPS OF MANTUA & EAST GREENWICH FOR THE TOTAL AMOUNT OF \$924,104.34.

This Resolution will authorize and approve the County entering into a contract with South State, Inc. (202 Reeves Road, PO Box 68, Bridgeton, NJ 08302) for the Construction of the "Resurfacing and Safety Improvements to Harrison St. a.k.a. Mantua Rd., County Route 678 from SH Route 45 to the NJ Turnpike overpass in the Townships of Mantua and East Greenwich, Gloucester County, New Jersey," Federal Project #STP-0164(102) Construction, Gloucester County Engineering Project #13-02FA (hereinafter the "Project"), in the amount of \$924,104.34. This contract is to be awarded based upon bids that were

publicly received and opened by the County for the Project on Friday, June 13, 2014. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling the pavement to a depth of 2-1/2" +/- and resurfacing with a 2-1/2" and variable thick Hot Mix Asphalt 12.5H64 surface course. Existing deteriorated concrete vertical curb will be replaced in kind, and as where required on the plans. Curb ramps will be replaced in kind to meet current ADA standards. Bicycle safe inlet grates will be installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers will be installed on the new pavement surface. Non-vegetative surface treatment will not be utilized. A full traffic signal will be installed at the intersection of County Route 678 and County Route 632. This project is anticipated to be completed 60 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

C-4 RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH FEDERICI & AKIN, P.A., FOR THE WILSON LAKE DAM PROJECT, IN THE BOROUGH OF CLAYTON AND THE NORTH MAIN STREET RESURFACING PROJECT IN THE HARRISON TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$30,000.00.

This Resolution will authorize Professional Services Contract Modification #02 with Federici & Akin, P.A. Consulting Engineers (307 Greentree Road, Sewell, NJ 08080), in the amount of \$30,000.00, required for additional construction management and inspection services for the Wilson Lake Dam Project, in the Borough of Clayton and additional roadway design services for the North Main Street Resurfacing Project in the Township of Harrison, Gloucester County, New Jersey," Engineering Project #13-13. The modification covers additional project inspection/construction management hours and design services which were required for the Route 45 project to include pedestrian crossing facilities not originally included in the project scope. Additional inspection and construction management effort was also required on the Wilson Lake Dam project for revisions to the concrete block slope stabilization, removal of unsuitable material and concrete pad outfall for the stream. The expanded cost of \$30,000.00 creates a new contract total of \$160,000.00.

C-5 RESOLUTION APPROVING CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$63,017.96.

This Resolution will authorize a Contract Change Order Decrease #01-Final with South State, Inc. (202 Reeves Road, PO Box 68, Bridgeton, NJ 08302) for final as-built quantities to reflect work completed, in the amount of -\$63,017.96, in association with the project "Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Project"). This Project entailed milling the existing roadway and resurfacing with a 2" and variable thick Hot Mix Asphalt 12.5H64 surface course. Existing deteriorated concrete vertical curb was replaced in kind, where required. Curb ramps were replaced to meet current ADA standards. Bicycle safe inlet grates were installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers were installed on the new pavement surface. Existing steel beam guide rail was upgraded and end treatments were replaced with current crashworthy end sections. Bike lanes were added along the project length. Restriping and signing of the adjoining pavement sections on Fries Mill Road (CR655) at the Scotland Run Park access was completed through the signalized intersection at Academy Street (CR610) to the project beginning. The existing bike lanes to Scotland Run Park are now linked, and additionally signing was added along the existing Clayton Loop Bike Trail. Signing and striping for the bike lane connection along Delsea Drive in Glassboro and Clayton as well as Howard and Clinton Avenues in Clayton was included in the project scope. This project is 100 % Federally funded, Federal Project No. STP-COOS (043), Engineering Project #12-02FA.

C-6 RESOLUTION APPROVING CONTRACT CHANGE ORDER #03-INCREASE WITH P&A CONSTRUCTION, INC. FOR THE RECONSTRUCTION OF EGG HARBOR ROAD, COUNTY ROUTE 630, IN THE TOWNSHIP OF WASHINGTON IN THE TOTAL AMOUNT OF \$414,233.24.

This Resolution will authorize and approve a Contract Change Order #03-Increase in the amount of \$414,233.24 for a total revised contract amount of \$6,762,995.13 between the County and P & A Construction, Inc. Contract Change Order #03-Increase is necessitated by revisions in quantities for utility conflicts. The Change Order includes various increases and decreases to reflect as-built conditions, supplemental items added for actual field conditions and an increase in HMA base, for the Engineering Project "Reconstruction of Egg Harbor Road, County Route 630, Washington Township." This project is 100% Federal Aid funded, Federal Project No. STP-4048(106) CON. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, July 31, 2013. P & A Construction, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$6,209,751.69. This project is 100% Federal Aid Funded.

C-7 RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00.

This Resolution will authorize Professional Services Contract Modification #01 with Pennoni Associates, Inc. (515 Grove Street, Suite 1B, Haddon Heights, NJ 08035), in the amount of \$20,000.00, for additional Professional Engineering, Management and Inspection, Environmental and Design Services necessary

for County Capital Projects for this added scope of work for the "2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #14-06. The expanded cost of \$20,000.00 creates a new contract total of \$90,000.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR THE SHARED SPONSORSHIP OF THE MEGAN M. GIORDANO FELLOWSHIP IN PUBLIC HISTORY FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015 WITH A TOTAL COST TO THE COUNTY OF \$32,650.00.

This Resolution authorizes a one-year renewal of the Agreement between the County and Rowan University to sponsor the Megan M. Giordano Fellowship in Public History. Gloucester County will contribute \$32,650.00 to the Fellowship and Rowan University will contribute \$17,698.00. Dr. Jennifer Janofsky's responsibilities will include developing historical and educational events and programming for the Whitall House, assisting in the design and utilization of volunteer programs, and formulating grant and foundation funding proposals.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT #JAG 1-11-12, IN THE AMOUNT OF \$7,605.00, FROM APRIL 1, 2014 TO MARCH 31, 2015.

This is a renewal grant under the Edward Byrne Memorial Justice Assistance Grant. This year's grant is for \$7,605.00 for a 12 month period. This grant will fund software license that is used for data entry and mapping of Megan's Law registrants in Gloucester County. It was also fund additional software utilized by the investigative staff to retrieve information related to Megan's Law cases from computers, cell phones and other electronic devices to be used as evidence against defendants. This grant will provide funds for additional equipment necessary to the Megan's Law Unit and would otherwise need to be funded by the operating budget. Megan's Law went into effect on October 31, 1994 and established registration and notification procedures to alert law enforcement, schools, community organizations, and neighbors to the presence of a sex offender who authorities believe may pose a risk to the community.

G-2 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2014-H4018-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,418.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2015.

A Justice Assistance Grant (JAG) disparate allocation has been issued for the Township of Deptford in the amount of \$10,418.00. Deptford Township Police Department wishes to utilize awarded funds towards payment of overtime for tactical and/or supplemental patrols for crime suppression. Funds will also be utilized to purchase technological, communication, surveillance and/or other equipment not yet determined. An administrative cost of 10% of the award will be reimbursed to the Prosecutor's Office for personnel time spent in the administration of this grant.

G-3 RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE FROM ATLANTIC SWITCH AND GENERATOR, LLC FOR DIAGNOSTIC TESTING, PARTS AND LABOR TO REPAIR THE 350KW PORTABLE GENERATOR ON TRI-AXLE FOR THE TOTAL AMOUNT OF \$24,882.00.

This Resolution authorizes the emergency purchase for the diagnostic testing, parts and labor to repair the 350 KW Portable Generator on Tri-Axle. The generator was in need of diagnostic testing to reveal the necessary repairs. The diagnostics and related labor are included under Invoice #11474. This testing showed the unit to be in need of the installation of a new Diode Assembly, Exciter Rotor and related labor, included as Quote #14-4637. Both the Invoice and the Quote were provided by Atlantic Switch and Generator, LLC, located at 4108 Sylon Blvd., Hainesport, NJ 08036 for the total amount of \$24,882.00. This generator is utilized by the Department of Emergency Response to provide power in times of need to many County buildings.

G-4 RESOLUTION AUTHORIZING AN AGREEMENT WITH EAST ORANGE GENERAL HOSPITAL FOR THE PROVISION OF HEALTH CARE SERVICES AT THE SECURE MEDICAL UNIT LOCATED WITHIN THE HOSPITAL FROM JULY 1, 2014 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes execution of a one year agreement with East Orange General Hospital for provision of health care services at the Secure Medical Unit located within the hospital with the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms. The hospital will provide both inpatient and outpatient services. Gloucester County Department of Corrections will utilize the services at the Secure Medical Unit when an inmate's medical needs are better met by the services provided in this specialized medical unit while the county will realize significant savings in security-related costs.

G-5 RESOLUTION AUTHORIZING THE EXECUTION ANY AND ALL DOCUMENTS NECESSARY FOR SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR THE FISCAL YEAR 2014 COPS HIRING PROGRAM, FOR THE HIRING OF FIVE (5) ADDITIONAL CAREER LAW ENFORCEMENT SHERIFF'S OFFICERS IN THE TOTAL AMOUNT OF \$735,303.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2017.

This Resolution authorizes the execution of any and all documents necessary for submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for the Fiscal Year 2014 COPS Hiring Program, for the hiring of five (5) additional career law enforcement sheriff's officers. The total amount of the grant over a 3 (three) year period, from October 1, 2014 to September 30, 2017, is \$735,303.00. The U.S. Department of Justice will contribute 75% of the funds (\$551,478.00), and the County will contribute 25% (\$183,826.00).

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, June 25, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy		X
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular meeting minutes from June 11, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48496 Proclamation in Recognition of Amber Lundy recipient of the 2014 Paulsboro High School Brotherhood Award on May 16, 2014. (Chila) (Previously presented)

48497 Proclamation in Honor and Recognition of Vietnam Veterans Remembrance Day, March 29, 2014 (Chila) (Previously presented)

PUBLIC HEARING

PUBLIC HEARING ON THE POSSIBLE ACQUISITION OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Christine Nolan, Upper Deerfield, spoke in favor of saving Maple Ridge.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

48498 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, DOMINIC CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48499 RESOLUTION AUTHORIZING INSTITUTION OF LITIGATION WITHIN SPECIAL CIVIL PART AND SMALL CLAIMS IN CASES INVOLVING LESS THAN \$15,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48500 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48501 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-05037 14-05192 14-04053
Christy					
DiMarco			X		
Simmons		X	X		14-04594 14-05034 14-03715
Taliaferro			X		
Damminger			X		

Comments: N/A

48502 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR IMPROVEMENTS TO A PARKING LOT.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons					X
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48503 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T-2581.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48504 RESOLUTION APPROVING A CONTRACT WITH STORAGE ENGINE, INC. FOR ANNUAL LICENSE FEES AND MAINTENANCE ON THE COUNTY'S LASERFICHE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM FROM JULY 7, 2014 TO JULY 6, 2015 FOR A TOTAL AMOUNT OF \$28,629.20.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48505 RESOLUTION APPOINTING MEMBERS TO THE LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48506 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH APPLE COUNSELING SERVICES, LLC FOR THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO BENEFIT COUNTY EMPLOYEES FROM JUNE 26, 2014 TO JUNE 25, 2015 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

48507 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND MAINTENANCE CONTRACT ON THE CASSIDIAN 9-1-1 TELEPHONE EQUIPMENT AND EXECUTION OF SERVICE AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$73,685.84, FROM JULY 29, 2014 TO JUNE 28, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48508 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO BAY HEAD INVESTMENT, INC. dba VCI EMERGENCY VEHICLE SPECIALIST, FOR THE PURCHASE OF THREE (3) 2014 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$404,514.51.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48509 RESOLUTION AUTHORIZING THE PURCHASE FROM MOTOROLA SOLUTIONS, INC. FOR THE PROVISION AND CONSTRUCTION OF A 700 MHz P25 PUBLIC SAFETY RADIO NETWORK AND ACCOMPANYING SUBSCRIBER UNITS, THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$13,929,328.00, FROM JUNE 25, 2014 TO JUNE 24, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48510 RESOLUTION APPROVING A CONTRACT WITH PIONEER TRUCK SALES CORPORATION FOR TRANSMISSION OVERHAULS ON COUNTY AUTOMOBILES AND TRUCKS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR FROM JULY 25, 2014 TO JULY 24, 2016.

This Resolution approves a contract with Pioneer Truck Sales Corporation (106 Sewell Road, Sewell, NJ 08080) for transmission overhauls on County owned automobiles and trucks, which include Ford, Chevrolet, Chrysler and Allison as per PD #014-015. This Contract is for a two (2) year term from July 25, 2014 to July 24, 2016 with the County reserving an option to extend the contract for one (1) two year term or two (2) one year terms in an amount not to exceed \$25,000.00 for each contract year.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy					
DiMarco		X	X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48511 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE COUNTY DIVISION OF SOCIAL SERVICES TO ASSIST IN THE ADMINISTRATION OF NEW JERSEY'S MEDICAL ASSISTANCE PROGRAMS WITHIN THE COUNTY, INCLUDING MEDICAID AND CHILDREN'S HEALTH INSURANCE PROGRAMS.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48512 RESOLUTION AUTHORIZING EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF STATE REIMBURSEMENT OF A PART OF THE COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48513 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FROM JULY 1, 2014 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$273,535.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48514 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48515 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" IN THE AMOUNT OF \$1,500.00 FROM JULY 1, 2014 TO SEPTEMBER 30, 2014 FOR THE PURPOSE OF PROVIDING SERVICES TO THE SENIOR FARM MARKET NUTRITION PROGRAM

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48516 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT FOR SUPPLY OF PAPER PRODUCTS TO THE DEPARTMENT OF SENIOR SERVICES FOR NUTRITION PROGRAMS, AS PER PD-014-18, FROM JULY 25, 20014 TO JULY 24, 2016, TO (1) CAMDEN BAG AND PAPER FOR AN AMOUNT NOT TO EXCEED \$25,000.00 AND (2) TO OFFICE BASICS FOR AN AMOUNT NOT TO EXCEED \$15,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48517 RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT FROM JULY 1, 2014 TO JUNE 30, 2015, IN THE AMOUNT OF \$24,000.00, WHICH INCLUDES A CASH MATCH OF \$4,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48518 RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR THE FY'2015 SECTION 5311 RURAL TRANSPORTATION GRANT, IN THE TOTAL AMOUNT OF \$152,389.50 WITH AN IN-KIND MATCH OF \$50,796.50, FROM JULY 1, 2014 TO JUNE 30, 2015 AND THE FY'2015 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM, IN THE TOTAL AMOUNT OF \$470,465.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48519 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH WOODBURY CITY BOARD OF EDUCATION TO DECREASE THE CONTRACT AMOUNT BY \$15,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48520 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH YOUTH ADVOCATE PROGRAM, INC. TO DECREASE THE CONTRACT AMOUNT BY \$15,812.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

48521 RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CAFÉ & CLUB, LLC TO OPERATE RESTAURANT AND CATERING SERVICES AT THE PITMAN GOLF COURSE FROM JULY 1, 2014 TO JUNE 30, 2019 AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48522 RESOLUTION AWARDED CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES THE COUNTY IS RESPONSIBLE FOR FROM AUGUST 19, 2014 TO AUGUST 18, 2016 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48523 RESOLUTION APPROVING CONTRACTS WITH MOLINARI & ASSOCIATES PC, CURRAN REALTY ADVISORS LLC, STEVEN W. BARTELT, MAI, THE HANSON ORGANIZATION PC, AND R.W. FRANKENFIELD ASSOCIATES TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM JUNE 26, 2014 TO JUNE 25, 2015 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48524 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING THE 2014 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$116,628.36 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THESE ACTIVITIES.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48525 RESOLUTION APPROVING \$1,650,000.00 OF COUNTY OPEN SPACE PRESERVATION TRUST FUNDS TOWARDS THE PURCHASE OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

48526 RESOLUTION AWARDED CONTRACT TO J. SWANTON FUEL OIL, INC. FOR THE SUPPLY AND DELIVERY OF #2 HEATING OIL TO THE COUNTY FROM JULY 7, 2014 TO JULY 6, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:

- Bill Reiter, representing Food and Water Watch asked the Freeholders not to support a pipeline through the Pine Barrens
- Phil Zimm, Thorofare, thanked the Freeholder Board for the 700 mhz communications system
- William Brody, Westville, asked the Board to address a problem in Depford that is causing a mosquito problem. Also addressed a repaving issue in Westville and raised an issue regarding "exposed" poles on a bridge in Deptford.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:13 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

A-1

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2014 as follows:

- (1) The sum of **\$152,389.00**, which item is now available as a revenue from the New Jersey Department Transit Section 5311 Rural Transportation Program, to be appropriated under the caption of the New Jersey Department Transit Section 5311 Rural Transportation Program - *Other Expenses*;
- (2) The sum of **\$273,535.00**, which item is now available as a revenue from the New Jersey Department of Health Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the New Jersey Department of Health Local Core Capacity for Public Health Emergency Preparedness - *Other Expenses*;
- (3) The sum of **\$1,914,476.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Work First New Jersey, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Work First New Jersey- *Other Expenses*;
- (4) The sum of **\$7,605.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Megan's Law Grant, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Megan's Law Grant - *Other Expenses*;
- (5) The sum of **\$10,418.00**, which item is now available as a revenue from the US Department of Justice Edward Byrne Memorial Justice Assistance Grant Program, to be appropriated under the caption of the US Department of Justice Edward Byrne Memorial Justice Assistance Grant Program - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A.2

**RESOLUTION AUTHORIZING CERTIFICATION OF
THE ANNUAL AUDIT FOR THE YEAR 2013**

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

WHEREAS, the Annual Report of Audit for the 2013 has been filed by a Registered Municipal Accountant with the Clerk of the Board of Freeholders pursuant to N.J.S.A. 40A:5-4, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

A.3

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT COMPLAINTS OF TURNERSVILLE PARTNERS, LLC. VS. WASHINGTON TOWNSHIP, DOCKET NUMBERS 006314-2013, 000365-2014

WHEREAS, the Plaintiff, Turnersville Partners, LLC. vs. Washington Township, represented by the law firm Zipp and Tannenbaum, LLC, filed state tax appeals contesting the assessment on the subject property known as Block 196.01, Lot 1, within the Township of Washington; and

WHEREAS, pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and the County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$10,276,500	\$9,776,500
2014	\$10,276,500	\$9,200,000
2015	\$10,276,500	\$8,800,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER
 Eric M. Campo, Assistant County Counsel
 Attorney Identification No.: 026721998
 1200 North Delsea Drive – Building A
 Clayton, New Jersey 08312
 (856) 307-6425; Fax (856)307-6447

TURNERSVILLE PARTNERS, LLC,
 Plaintiff,
 v.
 WASHINGTON TOWNSHIP,
 Defendant.

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket No.: 006314-2013
 000365-2014

Civil Action

Honorable Patrick DeAlmeida, P.J.T.C.

STIPULATION OF SETTLEMENT
 (Local Property Tax)

1. It is stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block	Lot	Unit Qualifier	
196.01	1		
Street Address		Year	
5200 Route 42		2013	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 925,000	N/A	\$ 925,000
Improvements	\$ 9,351,500		\$8,851,500
Total	\$10,276,500		\$9,776,500

Block	Lot	Unit Qualifier	
196.01	1		
Street Address		Year	
5200 Route 42		2014	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 925,000	N/A	\$ 925,000
Improvements	\$ 9,351,500		\$8,275,000
Total	\$10,276,500		\$9,200,000

2. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 196.01	Lot 1	Unit Qualifier
Street Address 5200 Route 42		Year 2015

	<u>ORIGINAL ASSESSMENT</u>	<u>2015 ASSESSMENT</u>
Land	\$ 925,000	\$ 925,000
Improvements	\$ 9,351,500	\$7,875,000
Total	\$10,276,500	\$8,800,000

3. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) _____ and _____, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
4. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
6. Taxpayer shall file an appeal for tax year 2015 for the subject property to enforce this settlement.
7. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

ZIPP & TANNENBAUM, L.L.C.

Dated: _____

PETER J. ZIPP, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

(A-4)

**RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS
FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY
FROM JULY 1, 2014 TO JUNE 30, 2015**

WHEREAS, Rowan University has invited the County of Gloucester to participate in the Federal Off-Campus Work Study Program which it sponsors; and

WHEREAS, pursuant to the program, Rowan's students are made available to the County of Gloucester to work in County operations; and

WHEREAS, the students will engage in meaningful and educational work which will introduce them to career opportunities; and

WHEREAS, the County does not have a financial obligation to pay any portion of student wages to Rowan University, as long as a student does not exceed their Federal Work Study Award and work hours which exceed 20 hours per week during the normal academic period, as per the guidelines set forth by Rowan University; and

WHEREAS, the program should prove beneficial to the County and to the students involved; and

WHEREAS, this contract does not obligate the County of Gloucester to make any payments and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute the Federal Off-Campus Work Study Agreement attached hereto with Rowan University from July 1, 2014 to June 30, 2015.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Rowan University

Off-Campus Federal Work-Study Agreement

Effective from 07/01/2014 to 06/30/2015

This agreement is entered into between Rowan University, hereinafter known as the "Institution" and County of Gloucester, hereinafter known as the "Organization," a federal, state, or municipal agency or a private nonprofit organization, for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program.

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers (including those on strike) or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization; (3) does not involve the construction, operation, or maintenance of so much of any part of a facility that is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

FWS Employment Authorization Forms, signed by an authorized official of the Organization, and Job Description Forms, will set forth the names of students employed under this agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student, and are considered part of this agreement.

During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. When classes are not in session (during vacation breaks and summer), students may work thirty-five (35) hours or more per week, and are entitled to overtime pay for any hours worked in excess of forty (40) per week.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach his/her Federal Work-Study Award, (s)he must stop working under this agreement.

Students will be made available to the Organization by the Institution as the Institution shall determine for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act, and Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to direction of the details and means by which the result is to be accomplished.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.

Compensation for work performed on a project under this agreement will be disbursed-- and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws, will be made--by the Institution.

The student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement.

Contract Authorization:

Date: _____

Signed for the Institution: _____

Joseph Scully
Vice President for Finance, CFO
Rowan University

Date: _____

Signed for the Organization: _____

Printed/Typed Name: _____

Robert M. Damminger

Title: _____

Freeholder Director

A-5

**RESOLUTION AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE
GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FOR A
TERM OF ONE (1) YEAR FROM JULY 1, 2014 TO JUNE 30, 2015**

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

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

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

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

1. That the Board hereby authorizes and approves the appointment and reappointment of the following citizens as members of the Gloucester County Municipal Economic Development Council for a term of one (1) year from July 1, 2014 to June 30, 2015.

- | | |
|------------------------|-------------------------------|
| Charles Simon | Clayton |
| Ken Barnshaw | Deptford |
| Dale Archer | East Greenwich |
| David Slack | Elk |
| Louis Gonzalez | Franklin |
| Ronda Abbruzzese | Glassboro |
| Geraldine Pohling | Greenwich |
| Diane Malloy | Harrison |
| Frank Minor | Logan |
| Michelle Bruner | Mantua |
| Tony Langella | Monroe |
| David Misilewich | National Park |
| Joseph Curcio, III | Newfield |
| Marc Kamp | Paulsboro |
| Matthew Weng | Pitman |
| John Horner | South Harrison |
| Diane Hale | Swedesboro |
| Robert Smith | Washington Twp. |
| John Howard | Wenonah |
| Mike McManamy | West Deptford |
| William J. Bittner Jr. | Westville |
| Randi Woerner | Woodbury |
| Eshia (Jake) Jacob | Woodbury Heights |
| Jane DiBella | Woolwich |
| Michelle Shirey | Economic Development |
| Richard Westergaard | GC Planning |
| Vincent Voltaggio | GC Engineering |
| Linda Strieter | Rutgers Cooperative Extension |

2. That the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to any documents necessary in order to effectuate the purpose of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey, held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-1

RESOLUTION APPROVING AN AGREEMENT WITH THE TOWNSHIP OF FRANKLIN TO USE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$50,000.00 FROM JULY 9, 2014 TO JULY 8, 2015 FOR A PROJECT TO MITIGATE METHANE BUILD-UP BENEATH THE TOWNSHIP RECREATIONAL FACILITY

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

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and has provided certain assurances and certifications to HUD as required by the Housing and Community Development Act and by HUD; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate the implementation of certain community development activities to the municipalities located within the County; and

WHEREAS, Franklin Township has proposed construction of a vapor extraction & venting system to mitigate methane gas build-up beneath the municipally owned recreation facility (formerly the township landfill) pursuant to an approved public facilities project with the use of CDBG funds, in the amount of \$50,000.00; and

WHEREAS, the term of this Agreement is from July 9, 2014 to July 8, 2015 and the Purchasing Agent for the County has certified the availability of funds pursuant to CAF#14-05734, which amount shall be charged against line item T-03-08-612-170-21205.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester approves an agreement with Franklin Township to administer CDBG funds in the amount of \$50,000.00 from July 9, 2014 to July 8, 2015 for construction of an active soil vapor extraction & passive venting system to mitigate methane gas build-up beneath the municipally owned and operated recreation facility thereby abating the detriment to public health and safety.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 9, 2014 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: **\$50,000.00**
GC AGREEMENT NO: CD-12-RPF#1

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF FRANKLIN**

THIS AGREEMENT, made and entered into on the 9th day of **July, 2014** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "**County**", and the **Township of Franklin**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "**Subrecipient**", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2012** Community Development Block Grant, hereinafter referred to as "**CDBG**" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2012** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than July 8, 2015.

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

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

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

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

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

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

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

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **July 8, 2015**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

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

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

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

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

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

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

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

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

23. Performance

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

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

TOWNSHIP OF FRANKLIN

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

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

Township of Franklin
 Township Recreation Complex (formerly Township Landfill)
 546 Pennsylvania Ave
 Franklinville, NJ 08322

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Township of Franklin**

Activity Name: **Construction of an Active Soil Vapor Extraction & Passive Venting System**

Activity Number: **CD-12-RPF#1**

ACTIVITY DESCRIPTION

- The total **PY 2012 CDBG** budget for this activity shall not exceed: **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **July 8, 2015**. The Agreement is for construction of an active soil vapor extraction & passive venting system to eliminate mitigating methane gas built-up explosive gases from beneath the publicly owned and operated recreation facility (formerly the township landfill) to render the contaminants harmless in order to eliminate detriment to public health and safety. This activity is funded as a clearance of blight on a spot basis.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

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

Certificate of Availability of Funds

TREASURER'S NO. 11077

DATE 11/17/77

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

VENDOR: _____

ADDRESS: _____

11/17/77
CA
11/17/77
DEPARTMENT HEAD APPROVAL

APPROVED _____
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 11/17/77

CR

**RESOLUTION APPROVING THE 2014 ANNUAL ACTION PLAN ENCOMPASSING
THE PY 2014 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP
ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANTS AND THE HOME
INVESTMENT PARTNERSHIP PROGRAM**

WHEREAS, the County of Gloucester has prepared its Fifth Year Annual Action Plan for the County and for the County's HOME Consortium, for the period September 1, 2014 through August 31, 2015; and

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

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

WHEREAS, the County of Gloucester has prepared an Annual Action Plan for the Program Year 2014 which includes the applications for funding of the Urban County Entitlement CDBG, HOME funds and Washington Township Entitlement CDBG Programs, said applications having been duly reviewed and considered, including supporting documentation that accounted for blight in the community, the needs of low and moderate income families, environmental factors, fiscal considerations, and the maintenance of local effort, in Community Development, HOME and Washington Township Entitlement activities;

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

1. The PY 2014 Annual Action Plan, which includes the applications for funding of the PY 2014 Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs, is hereby approved and the Freeholder Director is hereby authorized and directed to file a copy of said applications with the meeting minutes;

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

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

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



SF 424

SF 424

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

Date Submitted 7-11-14	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier: B-14-UC-34-0109	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Legal Name: County of Gloucester		NJ349015	
Street: Office of Government Services, 1200 N. Delsea Drive		Organizational DUNS: 957362247	
City: Clayton			
County: Gloucester	State: New Jersey	Department: Department of Public Works	
Zip Code: 08312	Country: USA	Division: Planning	
Employer Identification Number (EIN):			
21-6000660		Program Year Start Date: 09/01/14	
Applicant Type:		Specify Other Type if necessary:	
B. County & Washington Twp CDBG			
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
CDBG Program - activities to improve housing, neighborhoods, foster economic opportunities for low/moderate households. Specific activities are identified in the FY 2014 Annual Action Plan. The anticipated Program Income will be used to supplement the funding for the Housing Rehabilitation Program.		14.218 Entitlement Grant	
CDBG Project Titles: County of Gloucester CDBG		Description of Areas Affected by CDBG Project(s): County of Gloucester, New Jersey	
CDBG Grant Amount \$1,053,310	Additional HUD Grant(s) Leveraged	Describe	
Washington Twp \$147,836			
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income \$10,000		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles:		Description of Areas Affected by HOME Project(s)	
HOME Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	

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

Person to be contacted regarding this application		
First Name: Christina	Middle Name:	Last Name: Velazquez
Senior Program Analyst	Phone Number: 856-307-6664	Fax Number: 856-307-6656
E-mail: cvelazquez@co.gloucester.nj.us		
Signature of Authorized Representative		Date Signed
Robert M. Damminger , Freeholder Director		July 9, 2014

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SF 424

SF 424

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

Date Submitted 7-11-14	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier: B-14-UC-34-0109	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Legal Name: County of Gloucester		NJ349015	
Street: Office of Government Services, 1200 N. Delsea Drive		Organizational DUNS: 957362247	
City: Clayton			
County: Gloucester	State: New Jersey	Department: Department of Public Works	
Zip Code: 08312	Country: USA	Division: Planning	
Employer Identification Number (EIN):			
21-6000660		Program Year Start Date: 09/01/14	
Applicant Type:		Specify Other Type if necessary:	
B. County & Washington Twp CDBG			
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
CDBG Program - activities to improve housing, neighborhoods, foster economic opportunities for low/moderate households. Specific activities are identified in the FY 2014 Annual Action Plan. The anticipated Program income will be used to supplement the funding for the Housing Rehabilitation Program.		14.218 Entitlement Grant	
CDBG Project Titles: County of Gloucester CDBG		Description of Areas Affected by CDBG Project(s): County of Gloucester, New Jersey	
CDBG Grant Amount \$1,053,310	Additional HUD Grant(s) Leveraged	Describe	
Washington Twp \$147,836			
Additional Federal Funds Leveraged	Additional State Funds Leveraged		
Locally Leveraged Funds	Grantee Funds Leveraged		
Anticipated Program Income \$10,000	Other (Describe)		
Total Funds Leveraged for CDBG-based Project(s)			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles:		Description of Areas Affected by HOME Project(s)	
HOME Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged	Additional State Funds Leveraged		

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

Person to be contacted regarding this application		
First Name: Christina	Middle Name:	Last Name: Velazquez
Senior Program Analyst	Phone Number: 856-307-6664	Fax Number: 856-307-6656
E-mail: cvelazquez@co.gloucester.nj.us		
Signature of Authorized Representative		Date Signed
Robert M. Damming , Freeholder Director		July 9, 2014

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CPMP Non-State Grantee Certifications

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

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

NON-STATE GOVERNMENT CERTIFICATIONS

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

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

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

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

July 9, 2014

Signature/Authorized Official

Date

Robert M. Damminger

**Please
Sign & Date**

Name

Freeholder Director

Title

County Administration Bldg, 2 S. Broad St.

Address

Woodbury, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

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

Specific CDBG Certifications

The Entitlement Community certifies that:

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

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

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

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

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014, 2____, 2____, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

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

Excessive Force -- It has adopted and is enforcing:

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

CPMP Non-State Grantee Certifications

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

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

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

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

July 9, 2014

Signature/Authorized Official

Date

Robert M. Damminger

**Please
Sign & Date**

Name

Freeholder Director

Title

County Administration Bldg, 2 S. Broad St.

Address

Woodbury, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

<input type="checkbox"/> This certification does not apply. <input checked="" type="checkbox"/> This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

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

July 9, 2014

Signature/Authorized Official

Date

Robert M. Damming

Please Sign & Date

Name

Freeholder Director

Title

County Administration Bldg, 2 S. Broad St.

Address

Woodbury, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

CPMP Non-State Grantee Certifications

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

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

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

Place Name	Street	City	County	State	Zip
County of Gloucester	County Administration Bldg., 2 South Broad Street	Woodbury	Gloucester	NJ	08096

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

CPMP Non-State Grantee Certifications

sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

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

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

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

July 9, 2014

Signature/Authorized Official

Date

Robert M. Damminger

**Please
Sign & Date**

Name

Freeholder Director

Title

County Administration Bldg, 2 S. Broad St.

Address

Woodbury, New Jersey 08096

City/State/Zip

856-853-3390

Telephone Number

CPMP Non-State Grantee Certifications

CERTIFICATION OF DISCHARGE POLICY

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

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

Robert M. Damming, Freeholder Director

July 9, 2014
Date

03

**RESOLUTION APPROVING A CONTRACT WITH SOUTH STATE, INC. FOR
RESURFACING AND SAFETY IMPROVEMENTS TO HARRISON ST. A.K.A.
MANTUA RD., COUNTY ROUTE 678 IN THE TOWNSHIPS OF MANTUA & EAST
GREENWICH FOR THE TOTAL AMOUNT OF \$924,104.34**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the county road improvement project known as "Resurfacing and Safety Improvements to Harrison St. a.k.a. Mantua Rd., County Route 678 from SH Route 45 to the NJ Turnpike overpass in the Townships of Mantua and East Greenwich, Gloucester County, New Jersey," Federal Project #STP-0164(102) Construction, Gloucester County Engineering Project #13-02FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on June 13, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter South State) with an office address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder pursuant to the specifications for the Project accordingly the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project, for a total contract amount of \$924,104.34 contingent upon approval by the New Jersey Department of Transportation; and

WHEREAS, the Contractor shall complete all work required for substantial completion of the Project within sixty (60) days after the issuance of the Notice to Proceed; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$924,104.34, pursuant to C.A.F. #14-05752, which amount shall be charged against budget line item C-04-13-012-165-12233.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester hereby approve a contract with South State, Inc. for the Project in the amount of NINE HUNDRED TWENTY-FOUR THOUSAND, ONE HUNDRED FOUR DOLLARS AND THIRTY-FOUR CENTS (\$924,104.34), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.**

THIS CONTRACT is made effective this 9th day of **July 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements to Harrison St. a.k.a. Mantua Rd., County Route 678 from SH Route 45 to the NJ Turnpike overpass in the Townships of Mantua and East Greenwich, Gloucester County, New Jersey," Federal Project #STP-0164(102) Construction, Gloucester County Engineering Project #13-02FA (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, 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. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within sixty (60) days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$924,104.34** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **13-02FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, 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. **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 subcontractor or assignee shall arise, unless the County shall elect to accept and to 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 and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this 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.** 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. 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 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.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide 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.

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. **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.

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 Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** 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 any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 9th day of **July 2014**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

SOUTH STATE, INC.

By: _____

(Please Print Name)

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05752 DATE June 24, 2014
C-04-13-012-165-12233 (\$924,104.34)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$924,104.34 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Construction Contract for the Resurfacing and Safety Improvements to Harrison St. a.k.a. Mantua Rd., County Route 678 from SH Route 45 to the NJ Turnpike overpass in the Townships of Mantua and East Greenwich, Gloucester County, New Jersey, Federal Project #STP-0164(102) Construction, Gloucester County Engineering Project #13-02FA

VENDOR: South State, Inc.

ADDRESS: 202 Reeves Road, PO Box 68
Bridgeton, NJ 08302


6-25-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED _____
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 09, 2013

Office of the County Engineer
County of Gloucester

Resurficing and Safety Improvements to Harriott St, a.k.a. Mantua Road, County Route 678 from SH 45 to the NJ Turnpike overpass in the Townships of Mantua and East Greenwich, Gloucester County
Federal Project Number #STP-0164(102)
Engineering Project #13-02FA

Bid Date: Friday, June 13, 2014

Bid Time: 10:00 am

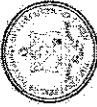
SUMMARY OF BIDS



SPECIFICATION NO. 13-02FA

Item No.	Description	Approx. Quantity	Bidder 1 of 2		Bidder 2 of 2	
			Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00
2	Clearing Site	L.S.	\$62,000.00	\$62,000.00	\$125,000.00	\$125,000.00
3	Excavation, Unclassified	250	C.Y.	\$500.00	\$215,000	\$53,750.00
4	HMA Milling, 2 1/2" and Variable	38,000	S.Y.	\$2.20	\$83,600.00	\$79,800.00
5	Hot Mix Asphalt 12.5H 64 Surface Course, 2 1/2" Thick	6,750	Ton	\$70.00	\$402,500.00	\$402,500.00
6	Hot Mix Asphalt 9.5HB4 Leveling Course	800	Ton	\$50.00	\$40,000.00	\$40,000.00
7	Tack Coat	2,280	Gal.	\$0.01	\$22.80	\$22.80
8	Prime Coat	376	Gal.	\$0.01	\$3.75	\$3.75
9	Dense Graded Aggregate Base Course, 6" Thick	2,300	S.Y.	\$0.25	\$575.00	\$23.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	500	Ton	\$1.00	\$500.00	\$5.00
11	9"X18" Concrete Vertical Curb	1,000	L.F.	\$34.00	\$34,000.00	\$30,000.00
12	Concrete Driveway, Reinforced, 6" Thick	50	S.Y.	\$80.00	\$4,000.00	\$60.00
13	Hot Mix Asphalt Driveway, 2" Thick	1,000	S.Y.	\$1.00	\$1,000.00	\$12,000.00
14	Relocate Fire Hydrant	1	Unit	\$2,500.00	\$2,500.00	\$3,500.00
15	Bicycle Safe Grates	8	Unit	\$200.00	\$1,600.00	\$2,400.00
16	Curb Piece	8	Unit	\$500.00	\$4,000.00	\$2,800.00
17	Reset Existing Castings	6	Unit	\$450.00	\$2,700.00	\$2,100.00
18	Reset Water Valve Boxes	20	Unit	\$0.01	\$0.20	\$200.00
19	Reset Gas Valve Boxes	20	Unit	\$0.01	\$0.20	\$200.00
20	Concrete Sidewalk, 4" Thick	225	S.Y.	\$80.00	\$18,000.00	\$13,500.00
21	Detectable Warning Surface (Brick Pavers)	13.35	S.Y.	\$200.00	\$2,670.00	\$3,000.00
22	Removal of Traffic Stripes	1,000	L.F.	\$0.75	\$750.00	\$750.00
23	Traffic Markings, Thermoplastic	6,500	S.F.	\$2.45	\$15,925.00	\$2.50
24	Traffic Stripes, Long Life, Epoxy Resin	37,000	L.F.	\$0.28	\$10,360.00	\$11,100.00
25	Regulatory, Warning and Guide Signs	450	S.F.	\$25.00	\$11,250.00	\$15,750.00
26	Reflective U-Post Inserts	50	Unit	\$35.00	\$1,750.00	\$1,150.00
27	No Item				\$0.00	\$0.00
28	RPM, Bi-Directional, Amber Lens	280	Unit	\$23.00	\$6,440.00	\$6,720.00
29	RPM, Bi-Directional, Blue Lens	5	Unit	\$23.00	\$115.00	\$120.00
30	RPM, Bi-Directional, White Lens	25	Unit	\$23.00	\$575.00	\$600.00

SUMMARY OF BIDS



SPECIFICATION NO. 13-02FA

bidder 1 of 2
 South State, Inc.
 202 Reeves Road, P.O. Box 68
 Bridgeton, NJ 08302
 Chester J. Ottinger, Jr. - President
 bbryan@southstateinc.com
 p 856.451.5300 f 856.455.3461

bidder 2 of 2
 Richard E. Pierson Construction Co. Inc.
 426 Pilesgrove Road
 Pilesgrove, NJ 08098
 Cheri M. Coles, Asst. Secretary
 info@repierson.com
 p 856.769.8244 f 856.769.5680

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
31	RPM, Bi-Directional, Red/White Lens	15	Unit	\$23.00	\$345.00	\$24.00	\$360.00
32	Turf Repair Strip	7,500	L.F.	\$0.10	\$750.00	\$0.01	\$75.00
33	Construction Signs	200	S.F.	\$10.00	\$2,000.00	\$10.00	\$2,000.00
34	No Item				\$0.00		\$0.00
35	Police Traffic Directors	600	M.H.	\$60.00	\$36,000.00	\$60.00	\$36,000.00
36	Flashing Arrow Board, 4' x 8'	2	Unit	\$1.00	\$2.00	\$180.00	\$360.00
37	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$75.00	\$150.00	\$1,500.00	\$3,000.00
38	No Item				\$0.00		\$0.00
39	Drum	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00
40	Traffic Cone	60	Unit	\$0.01	\$0.60	\$0.60	\$0.60
41	Breakaway Barricade	60	Unit	\$0.01	\$0.60	\$0.01	\$0.60
42	Temporary Traffic Stripes	10,000	L.F.	\$0.16	\$1,600.00	\$0.35	\$3,500.00
43	Removal of Beam Guide Rail	654	L.F.	\$0.01	\$6.54	\$4.50	\$2,943.00
44	No Item				\$0.00		\$0.00
45	Topsolling, 4" Thick	250	S.Y.	\$15.00	\$3,750.00	\$3.50	\$875.00
46	Fertilizing and Seeding, Type A-3	250	S.Y.	\$2.00	\$500.00	\$1.70	\$425.00
47	Straw Mulching	250	S.Y.	\$0.01	\$2.50	\$1.00	\$250.00
					\$0.00		\$0.00
100	Controller Assemblies, 8 Phase with Power Inverter and Battery Backup System	1	Unit	\$40,000.00	\$40,000.00	\$31,000.00	\$31,000.00
101	Foundation, Type P - MC	1	Unit	\$2,200.00	\$2,200.00	\$2,300.00	\$2,300.00
102	Foundation, Type SFK	5	Unit	\$1,700.00	\$8,500.00	\$1,750.00	\$8,750.00
103	Foundation, Type SFT	1	Unit	\$1,540.00	\$1,540.00	\$1,600.00	\$1,600.00
104	18" x 36" Junction Box	5	Unit	\$1,870.00	\$9,350.00	\$1,900.00	\$9,500.00
105	Controller Turr On	1	Unit	\$3,570.00	\$3,570.00	\$3,600.00	\$3,600.00
106	Meter Cabinet, Type T	1	Unit	\$2,310.00	\$2,310.00	\$2,400.00	\$2,400.00
107	Solar panel Array	4	Unit	\$3,470.00	\$13,880.00	\$3,500.00	\$14,000.00
108	Image Detector	3	Unit	\$5,100.00	\$15,300.00	\$5,350.00	\$16,050.00
109	4" Rigid Metal Conduit	75	L.F.	\$60.00	\$4,500.00	\$60.00	\$4,500.00
110	3" Rigid Metal Conduit	350	L.F.	\$44.00	\$15,400.00	\$44.00	\$15,400.00
111	No Item				\$0.00		\$0.00
112	2 1/2" Rigid Metal Conduit	60	L.F.	\$28.00	\$1,680.00	\$28.00	\$1,680.00
113	Traffic Signal Standard, Aluminum	6	Unit	\$2,170.00	\$13,020.00	\$2,200.00	\$13,200.00
114	Traffic Signal Mast Arm, Aluminum	2	Unit	\$1,510.00	\$3,020.00	\$1,550.00	\$3,100.00
115	Traffic Signal Head	12	Unit	\$1,020.00	\$12,240.00	\$1,050.00	\$12,600.00
116	Pedestrian Signal Head	4	Unit	\$800.00	\$3,200.00	\$850.00	\$3,400.00
117	Traffic Signal Cable, 7 Conductor	373	L.F.	\$2.55	\$951.15	\$2.60	\$969.80
118	Traffic Signal Cable, 5 Conductor	1,284	L.F.	\$4.00	\$5,136.00	\$2.70	\$3,466.80

SUMMARY OF BIDS



SPECIFICATION NO. 13-02FA

bidder 1 of 2	bidder 2 of 2
South State, Inc. 203 Reeves Road, P.O. Box 68 Bridgeton, NJ 08302 Chester J. Orttinger, Jr. - President bbryan@southstateinc.com p 856.451.5300 f 856.455.9461	Richard E. Pierson Construction Co. Inc. 426 Pilesgrove Road Pilesgrove, NJ 08098 Cherri M. Colles, Asst. Secretary info@rpierson.com p 856.769.8244 f 856.769.5680

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
119	Service Wire No. 6 AWG	753	L.F.	\$4.00	\$3,012.00	\$2.40	\$1,807.20
120	Pedestrian Push Button w/R10-3e Decal	4	Unit	\$475.00	\$1,900.00	\$500.00	\$2,000.00
121	Overhead Mast Arm Signs	2	Unit	\$475.00	\$950.00	\$350.00	\$700.00
122	Asphalt Price Adjustment	L.S.	L.S.	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
123	Fuel Price Adjustment	L.S.	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Total Bid	\$924,104.34	Total Bid*	\$1,057,063.55

Vincent M. Vofsiaggia
 Vincent M. Vofsiaggia, P.E.
 Gloucester County Engineer

6-18-14
 date

* \$2,650.50 over total bid as submitted (math error Line Item #43)

C-4

**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH
FEDERICI & AKIN, P.A., FOR THE WILSON LAKE DAM PROJECT, IN THE
BOROUGH OF CLAYTON AND THE NORTH MAIN STREET RESURFACING
PROJECT IN THE TOWNSHIP OF HARRISON IN AN AMOUNT NOT TO EXCEED
\$30,000.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on October 2, 2013 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, between the County and Federici & Akin, P.A., with offices located at 307 Greentree Road, Sewell, NJ 08080 (hereinafter "Federici"), relative to Engineering Project #13-13 (hereinafter the "Project"); and

WHEREAS, the amount of the original contract with Federici for such services for the Project was an amount not to exceed \$90,000.00, per Resolution passed on October 2, 2013; and

WHEREAS, the amount of the contract with Federici for such services for the project was increased by \$40,000.00, per Resolution passed on January 22, 2014; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended amending the County's contract with Federici, which will increase the amount of the contract by \$30,000.00, resulting in a new contract amount not to exceed \$160,000.00, and

WHEREAS, additional Professional Engineering and Inspection, Environmental and Design Services are necessary for County Capital Projects from Federici for this added scope of work; and

WHEREAS, the additional Professional Engineering and Inspection Services for County Capital Projects, per RFP#13-046, are required to complete the Project #13-13; and

WHEREAS, all terms and provisions of the previously executed Contract between the County and Federici, with the exception of the new contract amount, will continue in full force and effect; and

WHEREAS, notwithstanding the status of the Amendment as open-ended, the Purchasing Agent for the County of Gloucester has certified the availability of funds in the amount of \$30,000.00 pursuant to C.A.F. #14-05758, which amount shall be charged against budget line item C-04-08-012-165-12210.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester approves an increase in the amount of \$30,000.00 to the professional services contract between the County of Gloucester and Federici & Akin, P.A. for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, relative to Engineering project #13-13, increasing the total contract amount not to exceed ONE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$160,000.00), for additional Professional Engineering and Inspection Services necessitated by an increased scope of work for the said project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 9, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
FEDERICI & AKIN P.A.**

THIS is an Amendment to a contract which was entered into on the 2nd day of October 2013, per RFP#13-046, by and between **Federici & Akin P.A.**, with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as **“Contractor”**, and **the County of Gloucester**, hereinafter referred to as **“County”**.

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

To increase the contract amount by \$30,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project “Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects,” per RFP#13-046 Engineering Project #13-13.

The new Contract amount with the increase is an amount not to exceed \$160,000.00.

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

THIS ADDENDUM is effective as of the 9th day of July 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI & AKIN P.A.

By:

Title:

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05758 DATE June 26, 2014

C-04-08-012-310-12210 (\$30,000.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

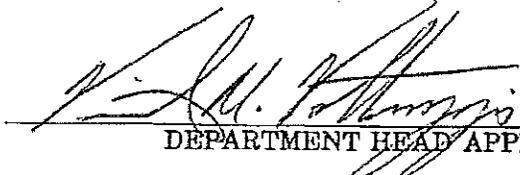
AMOUNT OF CERTIFICATION \$30,000.00 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Professional Services Contract Amendment Increase #02, to provide additional Capital Project Management engineering, inspection, management and environmental services for the project for the project "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," per RFP-13-046 to provide for additional Capital Projects Management Services, Engineering Project #13-13.

VENDOR: Federici & Akin, PA
Consulting Engineers

ADDRESS: 307 Greentree Road
Sewell, NJ 08080

 6-26-14
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED _____
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

Meeting Date: July 09, 2014

C5

RESOLUTION APPROVING CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO CLAYTON-WILLIAMSTOWN ROAD IN THE BOROUGH OF CLAYTON FOR THE TOTAL AMOUNT OF \$63,017.96

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to South State, Inc. (hereinafter South State) with an office address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302 in the amount of \$696,478.45 on August 21, 2013 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01-Final for the Contract, which would decrease the total amount of the Contract for the Project by \$63,017.96, resulting in a new total contract amount of \$633,460.49; and

WHEREAS, the said Change Order Decrease #01-Final is for final as-built quantities to reflect work completed; and

WHEREAS, the Project is a 100% Federally funded.

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

1. The hereinabove referenced Change Order #01-Final to decrease South State's Contract with the County for the Project in the amount of \$63,017.96, resulting in a new total contract amount of \$633,460.49, be, and the same hereby is, approved; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #01-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street, County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton
Federal Project No. STP-4024(101)
Construction
- 3. Date of Original Contract: August 21, 2013
- 4. P.O. Number: 13-07141
- 5. Amount of Original Contract: \$696,478.45
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: -\$63,017.96
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$633,460.49

9. Need or Purpose of this Change Order: This change order is reflective of final as-built quantities. Please note the change order is an overall deduct to the original contract value.

This change order requested by [Signature] on 6-4-14
(Department Head) (Date)

Accepted by [Signature] on 6/4/14
(Vendor) (Date)
Timothy Larson, Vice President

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk Robert M. Damminger, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No. 1 - Final
Order Letter: _____
Date: 6/3/14

Project: Resurfacing & Safety Improvements to Clayton-Williamstown Road, aka East Academy Street County Road 610
from Fries Mill Road (County Route 655) to Pop Kramer Boulevard
Federal Project No: STP-4024(101) Doc. No. _____
Contractor: South State

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Throughout entire project area (final quantities)

Nature and reason for order:
This change order is based on final as-built quantities.

Extension Reduction of time recommended for this order: 160 calendar days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$696,478.45		\$696,478.45
Adjusted amount based on orders No. 1:	\$633,460.49		\$633,460.49

CONTRACT TIME
Original Completion Date: 11/14/13
Adjustment This Order: (+) <u>180</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date: 4/28/14

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	Other
<u>1</u>			
	Road	Bridge	Total
Extra Work:	\$5,269.19	\$0.00	-\$5,269.19
Increases:	\$18,253.69	\$0.00	\$18,253.69
Decreases:	-\$76,002.46	-\$0.00	-\$76,002.46
Total:	-\$63,017.96	\$0.00	-\$63,017.96

RESERVED FOR FHWA OR I.T.A.

Recommended:


David J. Cella, P.E.
Gloucester County Engineer or County Representative

6/19/14
Date

Approved:

Robert M. Damming
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:
Director, Local Aid & Economic Development
Date

Accepted:


Contractor's Authorized Signature

6/19/14
Date

Name: David Leica
Title: Project Manager

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date _____
Input/Submitted by: _____	Date _____
Certification of Funds:	
Director of Accounting & Auditing	Date _____

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2
 Order No: 1 - Final
 Order Letter:
 Date: 6/3/14

Project: Resurfacing & Safety Improvements to Clayton-Williamstown Road, aka East Academy Street County Road 610
from Fries Mill Road (County Route 656) to Pop Kramer Boulevard
 Federal Project No: 12-02FA Doc. No. _____
 Contractor: South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE		
Extras					
S-1	NJDOT Concrete Penalty	- 1	LS	\$5,269.19	-\$5,269.19
				Total Extras	-\$5,269.19
Increases					
5	Hot Mix Asphalt 12.5H84 Surface Course, 2" Thick	+ 82.79	TON	\$75.00	\$6,209.25
11	9" x 18" Concrete Vertical Curb	+ 61.5	LF	\$35.00	\$2,152.50
21	Concrete Sidewalk, 4" Thick	+ 83.64	SY	\$75.00	\$6,273.00
22	Detectable Warning Surface (Brick Pavers)	+ 5.16	SY	\$200.00	\$1,032.00
28	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	+ 786.25	LF	\$0.15	\$117.94
30	Regulatory, Warning and Guide Signs	+ 16	SF	\$25.00	\$400.00
35	RPM, Bi-Directional, Red/White Lens	+ 3	UNIT	\$25.00	\$69.00
38	Construction Signs	+ 200	SF	\$10.00	\$2,000.00
				Total Increases	\$18,253.69
Decreases					
3	Excavation, Unclassified	- 50	CY	\$20.00	-\$1,000.00
4	HMA Milling, 3" and Variable Depth	- 311.4	SY	\$2.35	-\$731.79
6	Hot Mix Asphalt 9.5H84 Leveling Course	- 200	TON	\$60.00	-\$12,000.00
7	Tack Coat	- 525	GAL	\$0.01	-\$5.25
8	Prime Coat	- 100	SY	\$0.01	-\$1.00
9	Dense-Graded Aggregate Base Course, 6" Thick	- 100	SY	\$10.00	-\$1,000.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	- 100	UNIT	\$25.00	-\$2,500.00
12	Concrete Driveway, Reinforced, 6" Thick	- 20	SY	\$100.00	-\$2,000.00
13	Hot Mix Asphalt Driveway, 2" Thick	- 151.7	SY	\$10.00	-\$1,517.00
15	Bicycle Safe Grates	- 2	UNIT	\$450.00	-\$900.00
16	Curb Piece	- 2	UNIT	\$350.00	-\$700.00
17	Reset Existing Casting	- 12	UNIT	\$100.00	-\$1,200.00
18	Reset Water Valve Box	- 20	SY	\$1.00	-\$20.00
19	Reset Gas Valve Box	- 20	SY	\$1.00	-\$20.00
20	Riprap Stone Slope Protection, 12" Thick D50=6"	- 100	SY	\$40.00	-\$4,000.00
23	Partial Depth Concrete Repair	- 100	SY	\$1.25	-\$125.00
24	Full Depth Pavement Concrete Repair, Concrete Class V	- 50	LF	\$1.25	-\$62.50
25	Sealing Existing Joints in Concrete Pavement	- 1000	LF	\$0.01	-\$10.00
27	Removal of Traffic Stripes	- 374.08	LF	\$0.40	-\$149.63
28	Traffic Markings, Thermoplastic	- 834.4	SF	\$4.00	-\$3,337.60
29	Traffic Stripes, Long Life Epoxy Resin	- 27316	LS	\$0.24	-\$6,555.84
31	Reflective U-Post Inserts	- 50	SF	\$0.01	-\$0.50
33	RPM, Bi-Directional, Amber Lens	- 75	UNIT	\$23.00	-\$1,725.00
34	RPM, Bi-Directional, Blue Lens	- 2	UNIT	\$23.00	-\$46.00
37	Turf Repair Strip	- 6250	UNIT	\$0.05	-\$312.50
40	Police Traffic Directors	- 77.5	UNIT	\$60.00	-\$4,650.00
41	Flashing Arrow Board	- 2	UNIT	\$1.00	-\$2.00
42	Traffic Control Truck with Mounted Crash Cushion	- 1	UNIT	\$100.00	-\$100.00
44	Drum	- 100	LF	\$0.01	-\$1.00
45	Traffic Cone	- 30	UNIT	\$0.01	-\$0.30
46	Breakaway Barricade	- 60	UNIT	\$0.01	-\$0.60
47	Temporary Traffic Stripes	- 10000	UNIT	\$0.15	-\$1,500.00
53	Topsoiling, 4" Thick	- 80	UNIT	\$8.00	-\$640.00
54	Fertilizing and Seeding, Type A-3	- 80	UNIT	\$1.00	-\$80.00
55	Straw Mulching	- 100	LF	\$0.60	-\$60.00
100.02	Asphalt Price Adjustment Remaining	- 1	LF	\$13,217.63	-\$13,217.63
101.02	Fuel Price Adjustment Remaining	- 1	LF	\$15,841.32	-\$15,841.32
				Total Decreases	-\$76,002.46
Total Amount Change Order No.					-\$63,017.96

Amount of Original Amount: \$696,478.45

Adjusted Amount Based on Change Order No. 1 \$633,460.49

Total Change (+/-): \checkmark (\$63,017.96)

% of Change in Contract: -9.05%

[(+) Increase or (-) Decrease] Decrease

C-6

RESOLUTION APPROVING CONTRACT CHANGE ORDER #03-INCREASE WITH P&A CONSTRUCTION, INC. FOR THE RECONSTRUCTION OF EGG HARBOR ROAD, COUNTY ROUTE 630, IN THE TOWNSHIP OF WASHINGTON IN THE TOTAL AMOUNT OF \$414,233.24

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Road to Pembroke Drive, Washington Township, Gloucester County, Federal Project No. STP-4048(106) CON, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on August 21, 2013 to P & A Construction, Inc. (hereinafter "P & A"), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065 in the amount of \$6,209,751.69 (hereinafter the "Contract"); and

WHEREAS, the Contract was previously revised by the County by Resolution on November 6, 2013 through Change Order #01-Increase in the amount of \$24,160.00; and

WHEREAS, the Contract was previously revised by the County by Resolution on February 5, 2014 through Change Order #02-Increase in the amount of \$114,850.20; and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order #3 Increase with P & A in the amount of \$414,233.24, resulting in a new total contract amount of \$6,762,995.13; and

WHEREAS, the said change order is necessitated by revisions in quantities for utility conflicts. The Change Order includes various increases and decreases to reflect as-built conditions, supplemental items added for actual field conditions and an increase in HMA base. This project is 100% Federal Aid funded; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #03-Increase with P & A in the amount of \$414,233.24, pursuant to C.A.F. #14-05757, which amount shall be charged against budget line items C-04-13-013-165-13218.

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

1. The hereinabove referenced Change Order #03-Increase to increase the County's Contract with P & A for the Project in the amount of \$414,233.24, resulting in a new total adjusted contract amount of \$6,762,995.13, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to and execute said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

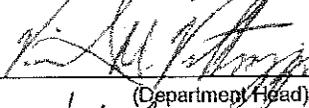
ATTEST:

ROBERT N. DILELLA, CLERK

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: P&A Construction, Inc.
P.O.Box 28
Colonia, NJ 07067
- 2. Description of Project or Contract: Phase 1- Reconstruction of Egg Harbor Road (CR630) between Salina Road And Pembroke Drive in the Township of Washington
- 3. Date of Original Contract: 21-Aug-13
- 4. P.O. Number: 13-07143
- 5. Amount of Original Contract: \$6,209,751.69
- 6. Amount of Previously Authorized Change Order No.1 \$24,160.00
- 7. Amount of this Change Order No. 2: \$114,850.20
- 8. Amount of this Change Order No. 3: \$414,233.24
- 9. New Total Amount of Contact (Total of Numbers 5, 6, 7 & 8 Above) \$6,762,995.13

10. Need or Purpose of this Change Order: The addition of supplementary items was required due to conflicting existing water main with the proposed storm drainage system which was relocated to the opposite side of the roadway, requiring the modification of the storm drainage structures and the use of DIP for storm drainage crossings. A pipe offset was performed for an existing irrigation system crossing the roadway. The reconstruction of existing inlets and the furnishing & installing of required new castings. The increases of quantities of items related to the traffic signals wiring, traffic control and storm drainage are based on as-built quantities of the items. Additional HMA Base due to lower estimated quantity required. Replacement of existing fence due to changes of roadway grades. Relocation of fire hydrant including wet-tap, wet-tap sleeve and valve to a new location. The project is 100% Federally Funded.

This change order requested by  on 6-25-14
(Department Head) (Date)

Accepted by  on 6/25/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Robert N. DiLella, Clerk Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 3
Order Letter:
Date: 06/24/2014

Project: Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
 Federal Project No: STP-4048-(106)Con Doc. No. _____
 Contractor: P&A Construction, Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Egg Harbor Road, Township of Washington, NJ

Nature and reason for order: Revised storm sewer system due to conflicting water main.
 Required modification to storm sewer structures due to the revised storm sewer system.
 Substituted RCP with DIP for roadway crossings required due to conflicting utilities.
 Required pipe offset of an existing irrigation system crossing the roadway within the road box out.
 Additional quantities of items related to traffic signals wiring, traffic control and storm drainage based on as built quantities required to complete the respective work.
 Additional HMA Base required due to lower estimated quantity than actually required.
 Replace existing deteriorated fence due to change in roadway grade.

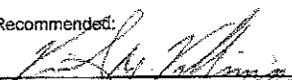
___ Extension ___ Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Adjusted amount based on orders No. 2:	\$6,348,761.89	\$0.00	\$6,348,761.89
Adjusted amount based on orders No. 3:	\$6,762,995.13	\$0.00	\$6,762,995.13

CONTRACT TIME
Original Completion Date: 10/25/2014
Adjustment: This Order: (+ or -) 0
Previous Adjustments: (+ or -) 0
Adjusted Completion Date:

ORDER NO.	X Road	Bridge	Other
3	Road	Bridge	Total
Extra Work:	\$63,144.29	\$0.00	\$63,144.29
Increases:	\$635,788.95	\$0.00	\$635,788.95
Decreases:	(\$284,700.00)	\$0.00	(\$284,700.00)
Total:	\$414,233.24	\$0.00	\$414,233.24

RESERVED FOR FHWA OR
F.T.A.

Recommended:

 Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

6-25-14
Date

Approved:

 Robert M. Dammingier
 Freeholder Director

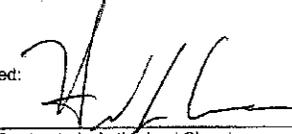
Date

Approved for Funding Participation Purposes:

 Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted:

 Contractor's Authorized Signature

6/25/14
Date

Name: _____
 Title: _____

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date
Input Submitted by: _____	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 3
Order Letter: _____
Date: 06/24/2014

Project: Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(106)Con Doc. No. _____
Contractor: P&A Construction, Inc

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA WORK				
SUP 8	Storm Sewer Structures Modifications	10	\$500.00	\$5,000.00
SUP 9	16" DIP Storm Drainage Crossing	70	\$105.00	\$7,350.00
SUP 10	Sanitary Sewer Lateral Offset	3	\$1,000.00	\$3,000.00
SUP 11	6" Dia. Irrigation System Pipe Offset	1	\$18,999.12	\$18,999.12
SUP 12	Reconstruct Inlet, Furnish & Install New Casting	10	\$1,500.00	\$15,000.00
SUP 13	Install New Fire Hydrant, Including Wet-Tap	1	\$11,256.06	\$11,256.06
SUP 14	ACE Charge to Hold Utility Pole During Installation of Storm Sewer	1	\$2,539.11	\$2,539.11
SUBTOTAL EXTRA WORK				\$63,144.29
INCREASES				
8	Heavy Duty Silt Fence, Orange	125	\$3.00	\$375.00
16	Construction Driveway	120	\$27.50	\$3,300.00
34	Temporary Pavement Markings	120	\$2.15	\$258.00
36	Police Traffic Directors	1200	\$60.00	\$72,000.00
43	Excavation, Test Pit	30	\$70.00	\$2,100.00
59	HMA 25H64 Base	5885	\$61.00	\$358,985.00
60	Landscape Retaining Wall	644	\$28.00	\$18,032.00
63	24" Reinforced Concrete Pipe	30	\$65.00	\$1,950.00
64	30" Reinforced Concrete Pipe	46	\$75.00	\$3,450.00
65	36" Reinforced Concrete Pipe	15	\$85.00	\$1,275.00
67	43"x68" Reinforced Concrete Elliptical Pipe, CI HE-LV	3	\$275.00	\$825.00
75	Manhole, 4' Diameter	5	\$4,000.00	\$20,000.00
84	Riprap Stone Channel Protection, 12" thick (D50=6")	180	\$40.00	\$7,200.00
88	Vinyl Fences	2175	\$40.00	\$87,000.00
93	Concrete Driveway, 6" Thick	150	\$63.00	\$9,450.00
118	2 1/2" Rigid Metallic Conduit	66	\$27.00	\$1,782.00
119	3" Rigid Metallic Conduit	16	\$46.00	\$736.00
126	Ground Wire, No. 8 AWG	92	\$0.75	\$69.00
127	Service Wire, No. 6 AWG	75	\$2.25	\$168.75
133	Traffic Signal Cable, 5 Conductor	524	\$1.50	\$786.00
142	Topsoil, 4" thick	2500	\$3.80	\$9,500.00
145	Fertilizing and Seeding, Type A-3	2500	\$1.00	\$2,500.00
SUP 2	16" DIP Class 52	2	\$45.00	\$90.00
SUP 3	Inlet Type D	2	\$3,450.00	\$6,900.00
SUP 4	Water Main Offset	1	\$11,285.20	\$11,285.20
SUP 5	12" DIP Class 52	124	\$78.00	\$9,672.00
SUP 6	Flowable Fill Cement For Trench Backfill	61	\$100.00	\$6,100.00
SUBTOTAL INCREASES				\$635,788.95
DECREASES				
37	Traffic Director, Flegger	-300	\$77.50	(\$23,250.00)
61	15" Reinforced Concrete Pipe	-200	\$45.00	(\$9,000.00)
62	18" Reinforced Concrete Pipe	-150	\$65.00	(\$9,750.00)
66	Underdrain, Type X	-10500	\$17.50	(\$183,750.00)
67	Wood Stockade Fence	-900	\$35.00	(\$31,500.00)
113	Relocate Fire Hydrant	-1	\$1,950.00	(\$1,950.00)
155	Miscellaneous Concrete	-200	\$90.00	(\$18,000.00)
156	Construction Driveway, Wood Mats	-100	\$75.00	(\$7,500.00)
SUBTOTAL DECREASES				(\$284,700.00)
Total Amount Change Order No. 3				\$414,233.24

Amount of Original Contract: \$6,209,751.69
Adjusted Amount Based on Change Order No. 1: \$6,233,911.69
Adjusted Amount Based on Change Order No. 2: \$6,348,761.89
Adjusted Amount Based on Change Order No.3: \$6,762,995.13
Total Change (+ or -): \$553,243.44
% of Change in Contract: 8.9092683%
[(+) Increase or (-) Decrease]

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05757 DATE June 26, 2014
C-04-13-013-165-13218 (\$414,233.24)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$414,233.24 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Contract Change Order #03-Increase, Change Order necessitated by revisions in quantities for utility conflicts. The Change Order includes various increases and decreases to reflect as-built conditions, supplemental items added for actual field conditions and an increase in HMA base, for the Engineering Project "Reconstruction of Egg Harbor Road, County Route 630, Washington Township." This project is 100% Federal Aid funded, Federal Project No. STP-4048(106) CON, Engineering Project #06-01FA.

VENDOR: P & A Construction, Inc.

ADDRESS: P.O. Box 28
Colonia, NJ 07067

 6-26-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____ Meeting Date: July 09, 2014

C-7

**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH
PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00**

WHEREAS, there exists a need for the County of Gloucester (hereinafter the "County") to contract for engineering, inspection management and environmental services for capital projects to be undertaken by the County, per the "2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #14-06 (hereinafter the "Project"); and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 26, 2013 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, between the County and Pennoni Associates, Inc., with offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 (hereinafter "Pennoni"), relative to Engineering Project #14-06 (hereinafter the "Project"); and

WHEREAS, the amount of the original contract with Pennoni for such services for the Project was an amount not to exceed \$70,000.00, per Resolution passed on November 26, 2013; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended Amendment Increase #01 to the County's contract with Pennoni, which will increase the amount of the contract by \$20,000.00, resulting in a new contract amount not to exceed \$90,000.00, and

WHEREAS, additional Professional Engineering, Management and Inspection, Environmental and Design Services are necessary for County Capital Projects from Pennoni for this added scope of work; and

WHEREAS, the additional Professional Engineering and Inspection Services for County Capital Projects, per RFP#13-046, are required to complete the Project; and

WHEREAS, all terms and provisions of the previously executed Contract between the County and Pennoni, with the exception of the new contract amount, will continue in full force and effect; and

WHEREAS, notwithstanding the status of the Amendment as open-ended, the Purchasing Agent for the County of Gloucester has certified the availability of funds in the amount of \$20,000.00 pursuant to C.A.F. #14-05759 which amount shall be charged against budget line item C-04-08-012-165-12210.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board approve an amendment to the professional services contract between the County of Gloucester and Pennoni Associates, Inc. for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP#13-046, relative to Engineering project #14-06 increasing the contract amount not to exceed NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00), for additional Professional Engineering and Inspection Services necessitated by an increased scope of work for the said project.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 9, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.

THIS is an Amendment to a contract which was entered into on the 26th day of November 2013, per RFP#13-046, by and between **Pennoni Associates, Inc.**, with offices at **515 Grove Street, Suite 1B, Haddon Heights, NJ 08035**, hereinafter referred to as "**Contractor**", and **the County of Gloucester**, hereinafter referred to as "**County**".

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

To increase the contract amount by \$20,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project "2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," per RFP#13-046, Engineering Project #14-06.

The new Contract amount with the increase is an amount not to exceed \$90,000.00.

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

THIS ADDENDUM is effective as of the 9th day of July 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI & AKIN P.A.

By:

Title:

F-1

**RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT
BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR THE SHARED
SPONSORSHIP OF THE MEGAN M. GIORDANO FELLOWSHIP IN PUBLIC
HISTORY FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015 WITH A TOTAL COST
TO THE COUNTY OF \$32,650.00**

WHEREAS, Megan M. Giordano was employed by the Gloucester County Parks and Recreation Department as the Curator for the James and Ann Whitall House at the Red Bank Battlefield in National Park, Gloucester County, New Jersey, and in that capacity made great contributions to the various historical, educational, promotional and financial programs involving the Whitall House and its significance in Gloucester County and American history; and

WHEREAS, to the sorrow of the Gloucester County community, Ms. Giordano passed away on May 25, 2011; and

WHEREAS, in order to continue with the development of goals and objectives related to the historical significance of the Whitall House, the County and Rowan University entered into an Agreement establishing the Megan M. Giordano Fellowship in Public History in honor of Ms. Giordano, the term of which Agreement is July 1, 2012 through August 31, 2013. This agreement was renewed from September 1, 2013 to August 31, 2014; and

WHEREAS, in accordance with the Agreement, the Fellow was selected to play a leading role in pursuing such goals and objectives as developing historical and educational events and programming for the Whitall House, assisting in the design and utilization of volunteer programs, and formulating grant and foundation funding proposals; and

WHEREAS, the parties desire to renew the Agreement for the period September 1, 2014 to August 31, 2015; and

WHEREAS, as required by the Agreement, the Fellow will continue to devote as much time as may be necessary to successfully perform her aforesaid responsibilities for the County. The Fellow will also perform various duties for Rowan University; and

WHEREAS, the County's contribution to the Fellow's compensation will be \$32,650.00 Rowan's contribution will be \$17,698.00, for a total compensation of \$50,348.00. All of the remaining terms and conditions of the current Agreement will remain in full force and effect; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$10,883.34 pursuant to CAF#14-05854, which amount shall be charged against budget line item #4-01-28-370-001-20215. The balance will be encumbered upon approval of the 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, County of Gloucester that the Director is hereby authorized and directed to execute and the Clerk is authorized to attest to a one-year renewal of the current Agreement between the County and Rowan University for the shared sponsorship of the Megan M. Giordano Fellowship in Public History from September 1, 2014 to August 31, 2015, at a total cost to the County of \$32,650.00; and

BE IT FURTHER RESOLVED, that the County Administrator and Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement, provided that the Agreement in final form is in substantially in the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey, held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SHARED SERVICES AGREEMENT

between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ROWAN UNIVERSITY

FOR RENEWAL OF THE MEGAN M. GIORDANO FELLOWSHIP

Dated: September 1, 2014

Prepared by: Anthony J. Fiola,
Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated September 1, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Rowan University ("Rowan");

WHEREAS, there is presently in effect an Agreement between the County and Rowan for the joint funding of the Megan M. Giordano Fellowship (the Fellowship), the term of which Agreement is July 1, 2012 to August 31, 2013; and

WHEREAS, the parties renewed the Agreement, based on the terms and conditions herein stated, for the period September 1, 2013 to August 31, 2014; and

WHEREAS, the parties desire to renew the Agreement, based on the terms and conditions herein stated, for the period September 1, 2014 to August 31, 2015; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq., authorizes the parties to enter into this agreement;

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

- A. The current Agreement between the parties for the joint funding of the Fellowship is renewed for the period September 1, 2014, through August 31, 2015.
- B. The County's contribution to the Fellow's compensation will be \$32,650.00. Rowan's contribution will be \$17,698.00, for a total compensation of \$50,348.00.
- C. All of the remaining terms and conditions of the current Agreement shall remain in full force and effect.
- D. **COMPLIANCE WITH LAWS AND REGULATIONS.** The parties 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.
- E. **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 Rowan or the County, in his or her individual capacity, and neither the officers, agents or employees of the IA or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
3. **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.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** The parties 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.
6. **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.
7. **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.

ATTEST:

ATTEST:

ROBERT N. DILELLA, CLERK

ROWAN UNIVERSITY:

ALI A. HOUSHMAND, PRESIDENT

COUNTY OF GLOUCESTER:

ROBERT M. DAMMINGER, DIRECTOR

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05854 DATE June 24, 2014

BUDGET NUMBER - CURRENT YR 4-01-28-370-001-20215 B 4-01-28-370-001-20215 DEPARTMENT Parks & Recreation

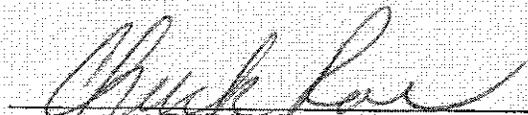
AMOUNT OF CERTIFICATION \$10,883.34 COUNTY COUNSEL Lynn McClintock

DESCRIPTION:

Shared Services agreement with Rowan University for the Megan M Giordano Fellowship. This CAF is for the 2014 portion of the agreement. The agreement is for Sept 1, 2014 - Aug 31, 2015.

VENDOR: Rowan University

ADDRESS: College of Liberal Arts & Sci
Robinson Hall - 201 Mullica Hill rd
Glassboro NJ 08028


DEPARTMENT HEAD APPROVAL

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT #JAG 1-11-12, IN THE AMOUNT OF \$7,605.00, FROM APRIL 1, 2014 TO MARCH 31, 2015

WHEREAS, the Gloucester County Prosecutor's Office desires to submit a grant application to the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Megan's Law and Local Law Enforcement Assistance Component Grant Number: JAG 1-11-12, from April 1, 2014 to March 31, 2015; 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 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 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 State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is for a total amount of \$7,605.00, from April 1, 2014 to March 31, 2015.

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

1. 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 all documents relative to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Megan's Law and Local Law Enforcement Assistance Component Grant #JAG 1-11-12, in the total amount of \$7,605.00, from April 1, 2014 to March 31, 2015; and
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall 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 July 9, 2014, at Woodbury, New Jersey.

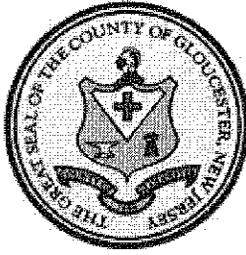


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



County of Gloucester

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED
TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE
COMPONENT GRANT #JAG 1-11-12, IN THE AMOUNT OF \$7,605,
FROM APRIL 1, 2014 TO MARCH 31, 2015**

CERTIFICATION

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 9th day of **July, 2014**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2014.

ROBERT N. DILELLA,
CLERK OF THE BOARD
County of Gloucester

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: 6/17/14

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 13-244

2. GRANT TITLE: Edward Byrne Memorial Justice Assistance Grant (JAG) – Megan’s Law

3. GRANT TERM: FROM: 4/1/14 TO: 3/31/15

4. COUNTY DEPARTMENT: Prosecutor’s Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Billie-Jo Scott/384-5532

6. NAME OF FUNDING AGENCY: NJ Division of Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funds are used to implement the requirements of Megan’s Law, which provides community notification to law enforcement, schools, community organizations and neighbors of moderate and high risk sexual offenders living and/or working in Gloucester County. Funds are used to purchase equipment and/or supplies that would otherwise be purchased with operating funds.

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

NAME	AMOUNT	NAME	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 4/30/14

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: 6/18/14

1. GRANT TITLE: Megan's Law and Local Law Enforcement Assistance

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: JAG 1-11-12

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Dave Sabo, Jr.

5. FUNDING AGENCY PHONE NUMBER: 609-777-2967

6. GRANT AMOUNT: \$7,605

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: _____

8. CONTRACT PERIOD: FROM: 4/1/14 TO: 3/31/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ___ NO ___
ARE THEY MONTHLY ___ QUARTERLY X END OF CONTRACT ___

LIST DATES REPORTS ARE DUE: 7/15, 10/15

1/15, 4/15



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO Box 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN
Acting Attorney General

ELIE HONIG
Director

March 24, 2014

Honorable Sean F. Dalton
Gloucester County Prosecutor
P.O. Box 623
Woodbury, NJ 08096

**RE: Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Grant Number: JAG 1-11-12**

Dear Prosecutor Dalton:

The Division of Criminal Justice is accepting grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The State's plan has included funding to continue your Megan's Law and Local Law Enforcement Assistance Program.

Your federal subgrant will be in the amount of \$7,605 and is scheduled to run for 12 months, from April 1, 2014 through March 31, 2015. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed. All required reports for your previous grant must be current and on file with the Division's Program Development Section prior to the start of your continuation grant.

A JAG application package has been emailed to Michelle Sturgis. Please ensure that all items on the application checklist are completed prior to submitting your application. The completed application, including the required Resolution and grant certifications, should be submitted to the Program Development Section by April 30, 2014.



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For further assistance in preparing your application or if you have any questions, please contact David Sabo, Jr. at (609) 777-2967.

Very truly yours,

Alyson M. Gush, Chief
Program Development/Grants Section

c: Gary Schwarz, Treasurer
Billie-Jo Scott, Office Manager
Michelle Sturgis, Paralegal Specialist
Christine M. Zapicchi, Chief
Bureau of Financial Regulation and Assistance
David Sabo, Jr., DCJ Program Analyst
Jean Petherbridge, DCJ Research & Evaluation

MEGAN'S LAW JAG-1-11-12
BUDGET NARRATIVE

419	POSTAGE	\$930
620	FURNITURE & FIXTURES	\$1,500
652	DATA PROCESSING EQUIPMENT	\$375
653	DATA PROCESSING SOFTWARE	\$4,800
	TOTAL	\$7,605

MEGAN'S LAW – JAG-1-11-12
C2/LINE ITEM NARRATIVE - COUNTY

Purchase of Services

- 653 Data Processing Software \$4,800**
Annual license renewal/upgrade for ArcGIS (Arcview) (\$400) software used for the data entry and mapping of Megan's Law Registrants. This software helps to determine who needs to receive notification of the registrant based on the statutory requirements. Annual license renewal/upgrade for the following forensic software utilized by our High Tech Crimes Unit to extract data from the various electronic devices for evidentiary purposes in the prosecution of sexual offender cases. Encase (\$650) Magnet Forensics (\$550) Cellebrite (\$3,200)

Consumable Supplies, Postage, Printing, etc.

- 419 Postage \$930**
Postage for the mailing out of Megan's Law notifications to the community. Regular mail documents now cost \$.48 each and we will be able to mail approximately 1,937.50 mailings with these funds. Notifications are sent out for new registrants and when registrants move.

Equipment

- 620 Furniture & Fixtures \$1,500**
Storage cabinets – additional storage cabinets are needed for the paperwork generated by ongoing notifications and associated legal proceedings. (\$1,500) To purchase photo printer (\$375) for Megan's Law Trial Aide for the printing of notifications and color photos of the registrants.
- 652 Data Processing Equipment \$375**
To purchase photo printer (\$375) for Megan's Law Trial Aide for the printing of notifications and color photos of the registrants.

STATE OF NEW JERSEY

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM



PART I

APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED

October 2013



EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST

SUBGRANTEE: County of Gloucester

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 2 copies of the completed application.

PART I:

- Applicant Information Form
- Problem Statement/Needs Assessment (Provided by Applicant)
- Project Description (Provided by Applicant)
- Goals, Objectives, and Work Plan (Action Strategy) (Provided by Applicant)
- Project Management and Staff (Provided by Applicant)
- Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- Project Budget Detail Form
- Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

PART II:

- 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
- Single Audit or audited financial statements (if required, see Audit Requirements Form)
- Accounting System and Financial Capability Questionnaire

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Form 990-Income Tax Return
- List of Officers/Directors/Trustees
- Sources of Funds Form
- Mandatory Waiver from Local Units of Government

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION**

Project Duration Period (when to when): 4/1/14-3/31/15		Grant No.: JAG 1-11-12
Official Name of Applicant Agency: County of Gloucester		
Address: 2 South Broad Street, P.O. Box 337		
City/State: Woodbury	Zip Code + 4: 08096-4606	County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office		
Agency Website:	Fiscal Year Start Date: January 2013	Federal ID Number: 216000660
Charitable Registration Number (if non profit & not exempt):		
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate sheet.		

Name and Title of Chief Executive/Agency Director: Robert M. Damming, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3395	Ext.	Email: rdamming@co.gloucester.nj.us	Fax: 856-853-3495

Name and Title of Project Director: Michelle Sturgis, Paralegal Specialist			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5553	Ext.	Email: msturgis@co.gloucester.nj.us	Fax: 856-384-5576

Name and Title of Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3352	Ext.	Email: gschwarz@co.gloucester.nj.us	Fax: 856-251-6778

Name and Title of PMT Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

PROBLEM STATEMENT

Presently Gloucester County has 410 registered sex offenders, with an average of 55 new registered offenders every year. Every time an offender changes his/her address they must re-register with their local police department. If they are a tier two or three offender and change his/her address a court hearing is held to determine the scope of new notifications needed and then new notification must be mailed by regular and/or certified mail.

In addition, offenders who were found to be repetitive and compulsive and/or served their sentence at the Adult Diagnostic and Treatment Center in Avenel must re-register every 90 days. All other offenders are required to register annually. The process of tiering and community notification of sexual offenders is ongoing and continuous.

Legal challenges and modifications in the Attorney General's Guidelines have resulted in the ever-increasing volume of paperwork generated in the Megan's Law notification process. The entire tiering and notification process requires substantial expenditures for stationary, postage and other supplies.

PROJECT DESCRIPTION

Funding provided under the Megan's Law Local Law Enforcement Assistance Program will provide funding to further our ability to carry out our Megan's Law statutory requirements. Funds will be utilized for the annual license fee for software used for the mapping of Megan's Law registrants. Funds will also be utilized for the supplies needed to make the appropriate notifications, including paper, postage, postage machine supplies, and other general office supplies. We will also purchase scanning and storage equipment for the notifications.

PROJECT GOAL(S) OBJECTIVES AND ACTION STRATEGY

The goal of the Megan's Law Unit is to prosecute sex offenders to the fullest extent of the law. In addition, this Unit provides community notification regarding offender's residence to enable the public to take appropriate precautions to protect themselves and those in their care from possible harm.

-Provide notification to law enforcement agencies likely to encounter offenders in all Tier One, Two and Three categories.

- Provide notifications to schools (public and private) likely to encounter offenders in all Tier Two and Three categories. Notification will include a recent photograph, physical description, offense for which s/he was convicted, address, place of employee and/or schooling and license plate.
- Provide notifications to organizations in the community, including religious and youth organizations likely to encounter offenders in all Tier Two and Three categories.
- Provide notifications to individuals residing within a half mile radius of the offender's domicile in all Tier Three categories.
- Assist other agencies in ensuring that all offenders re-register when moving to/from communities within Gloucester County.
- Attend court hearings for Tier Two and Three offenders that change his/her address to determine the scope of new notification needed. Ensure that the proper notifications are made.

PROJECT MANAGEMENT AND STAFF

The staff presently associated with the Megan's Law Unit are as follows:

County Prosecutor: Prosecutor S. Dalton is responsible for the prosecution of all Superior Court criminal cases in the County of Gloucester, including Megan's Law offenses.

Chief of Trial Section: Mary Pyffer, Chief of Trial Section supervises office Trial Attorneys, including the attorney responsible for the prosecution of Megan's Law offenses.

Assistant Prosecutor: Sr. Assistant Prosecutor Audrey Curwin is responsible for the prosecution of Megan's Law offenses in Gloucester County.

Paralegal Specialist: Michelle Sturgis is responsible for entering offenders into the Arcview database, sending out notifications, contacting other municipalities and all other clerical duties of the Megan's Law Unit.

DATA COLLECTION/PERFORMANCE MEASURES/EVALUATION

The tiering and notification process of Megan's Law Offenders is set by statute. Data regarding mapping and notifications of Megan's Law registrants is collected in the Arcview software and can be analyzed.

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: <u>County of Gloucester</u>	Grant No: <u>JAG 1-11-12</u>				
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 <u>or</u> Hourly Rate	Grant Funds	Match	Project Total
	-				
SUB-TOTAL SALARIES AND WAGES			0.00	0.00	0.00

Applicant: County of Gloucester

Budget Detail Form

Grant No.: JAG 1-11-12

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)						
ArcGIS (\$400)	Encase (\$650) Magnet (\$550) Cellebrite (\$3,200)			\$4,800		\$4,800
TOTAL PURCHASE OF SERVICES						
				\$4,800		\$4,800

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						
				0.00	0.00	0.00

Applicant: County of Gloucester

Budget Detail Form

Grant No: JAG 1-11-12

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
Postage (\$.48 x 1,937.5 letters)	\$930		\$930
TOTAL CONSUMABLE SUPPLIES	\$930		\$930

	Grant Funds	Match	Project Total
E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)			
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	0.00	0.00	0.00

**MEGAN'S LAW – JAG-1-11-12
BUDGET NARRATIVE - GRANTOR**

Purchase of Services

Data Processing Software **\$4,800**
Annual license renewal/upgrade for ArcGIS (Arcview) (\$400) software used for the data entry and mapping of Megan's Law Registrants. This software helps to determine who needs to receive notification of the registrant based on the statutory requirements. Annual license renewal/upgrade for the following forensic software utilized by our High Tech Crimes Unit to extract data from the various electronic devices for evidentiary purposes in the prosecution of sexual offender cases. Encase (\$650) Magnet Forensics (\$550) Cellebrite (\$3,200)

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Furniture & Fixtures **\$1,500**
Storage cabinets – additional storage cabinets are needed for the paperwork generated by ongoing notifications and associated legal proceedings. (\$1,500) To purchase photo printer (\$375) for Megan's Law Trial Aide for the printing of notifications and color photos of the registrants.

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STATE OF NEW JERSEY

EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM

LOCAL AGENCY GRANT PROGRAM



PART II

APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED

October 2013



STATE OF NEW JERSEY

EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM

LOCAL AGENCY GRANT PROGRAM

PART II

TABLE OF CONTENTS

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

Application Authorization

Certification of Equal Employment Opportunity Plan (EEO) 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

Federal Financial Accountability and Transparency Act Information Form

Sample Waiver

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:

Megan's Law and Local Law Enforcement Assistance Program

for a federal subgrant in the approximate amount of \$ 7,605.00, with the Subgrantee providing a match of \$ 0.00 (if applicable), for an approximate total project cost of \$ 7,605.00.

This application consists of the following required documents:

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

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

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

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

1. The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

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

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

County of Gloucester

Grant # JAG 1-11-12

Subgrantee

Freeholder Director

Signature of Authorized Official

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

Robert M. Dammingier

Printed Name of Authorized Official

Signature of Project Director

Michelle Sturgis

Printed Name of Project Director

Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: County of Gloucester		DUNS Number: 957362247
Address: 2 South Broad Street, Woodbury, NJ 08096		
Grant Title: Megan's Law LLEAP	Grant Number: JAG 1-11-12	Award Amount: \$7,605.00
Name and Title of Contact Person: Robert DiLella, Clerk of the Board		
Telephone Number: 856-853-3271	E-Mail Address: rdilella@co.gloucester.nj.us	

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
 Recipient is an Indian tribe.
 Recipient is a medical institution.
 Recipient is a nonprofit organization.
 Recipient is an educational institution.
 Recipient is receiving an award less than \$25,000.

I, Robert M. Damminger [responsible official],
 certify that County of Gloucester [recipient] is

not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that County of Gloucester [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Robert M. Damminger, Freeholder Dir.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

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

I, _____ [responsible official],
 certify that _____ [recipient],

which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:

_____ [organization],
 _____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEO Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEO Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

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

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular), will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et seq.*, which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose

principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. §201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act

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

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in

trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. Recipient will comply (and will require any Subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations). the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.

20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), The Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
21. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any

work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity,

or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530
For additional information visit DOJ OIG's website at www.justice.gov/oig.

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

33. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
34. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
35. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
36. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>.)
37. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an

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inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

39. Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a

commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

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 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, 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 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.

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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 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 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 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.

- c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

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

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096

2. Application Number and/or Project Name:

JAG 1-11-12 / Megan's Law and Local Law Enforcement Assistance 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

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

SAMPLE
RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the County of Gloucester wishes to apply for
Applicant's Unit of Government/Non Profit Organization
funding of approximately \$ 7,605.00 with a match of \$ 0.00 (if applicable) for an approximate
project total cost of \$ 7,605.00 for a project under the State of New Jersey Megan's Law LLEAP
Fill In Name of Program
Grant Program, and

WHEREAS, the Gloucester County Board of Chosen Freeholders has reviewed the
Applicant's Governing Body/Board of Directors
accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety
and County of Gloucester for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy County of Gloucester wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the
applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as
authorized.

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

SAMPLE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Gloucester County Board of Chosen Freeholders _____ held on the

Applicant's Governing Body/Board of Directors

_____ day of _____, 20____ and duly

recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20_____

SEAL

Signature of Certifying Officer

Robert DiLella

Name of Certifying Officer

Clerk of the Board

**Title of Certifying Officer/
Chairperson, Board of Directors**

[Rev'd 01/2013]

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+4606 (www.usps.com/zip4/)
5. Congressional District (Agency main office) (2 digits) (01 - 13): 01 6. County: Gloucester (http://www.govtrack.us/congress/findyourreps.xpd)
7. DUNS number (http://www.dnb.com/us/) (9 digits): 957362247

8. Location of Primary Place of Performance of Project (if different than above). Enter the ONE location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: State: Zip + 4

Congressional District (2 digits) (01 - 13): County:

9. Central Contractor Registration Completed (http://www.ccr.gov/): Yes: No:

If No, please explain:

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (http://www.cgsh.com/cgsh/SECDeterminationofNamedExecutiveOfficers.pdf)

Table with 2 columns: Officer Name, Total Compensation. Rows #1 through #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:

RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2014-H4018-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,418.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2015

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, *Deptford Township Supplemental Patrol/Equipment Grant, #2014-H4018-NJ-DJ*, for a grant in the total amount of \$10,418.00 from October 1, 2013 to September 30, 2015; and

WHEREAS, the grant funds will benefit the County and the local Police Department of Deptford Township in their service to County residents and effort to perform supplemental patrols; and

WHEREAS, the Shared Services Agreement between the County of Gloucester and the Township of Deptford shall set forth the terms and conditions as to distribution of the grants funds, the requirements therein, and the services to be performed; and

WHEREAS, the Gloucester County Prosecutor's Office 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 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 this application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the administration of grant projects; and

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

1. That the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of, all documents relative to the grant application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (*Deptford Township Supplemental Patrol/Equipment Grant*), in the amount of \$10,418.00, from October 1, 2013 to September 30, 2015, including the applicable Shared Services Agreement with Deptford Township.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 9, 2014, at Woodbury, New Jersey.

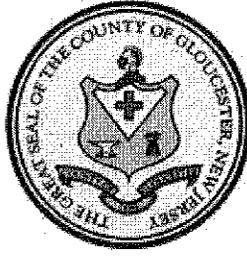


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



County of Gloucester

RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2014-H4018-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,418.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2015

CERTIFICATION

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **9th** day of **July, 2014**, and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and **(3)** that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2014.

ROBERT N. DILELLA,
CLERK OF THE BOARD
County of Gloucester

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER,
AND THE TOWNSHIP OF DEPTFORD**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is entered into this 9th day of July, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Township of Deptford, municipal corporations of the State of New Jersey ("Municipality or Municipalities").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096;
2. The Township of Deptford ("Municipality or Municipalities") is a municipal corporation of the State of New Jersey with offices located at 1011 Cooper Street, Deptford, NJ 08096.
3. An Agreement is necessary pursuant to the terms of the Edward Byrne Memorial Justice Assistant Grant (JAG) Program requirements.
4. The County and Municipality have formed the Deptford Supplemental Patrols to target criminal activities.
5. The County and Municipality will coordinate their resources in furtherance of the goals of the Grant.
6. The Prosecutor's Office of the County of Gloucester as the chief law enforcement agency of the County will administer the expenditures of the grant funds consistent with the goals contained herein.

NOW, THEREFORE, the County and Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows.

AGREEMENT

A. SCOPE OF AUTHORITY:

1. **Nature and Extent of Services.** The Prosecutor's Office of the County along with the Police Department of the Township of Deptford will form Deptford Supplemental Patrols. The law enforcement agency and members thereof are permitted to enforce the laws of the State of New Jersey and sub-divisions created hereunder in the one (1) participating Municipality.

2. **Description of Law Enforcement Services.** The Deptford Supplemental Patrols created hereunder will operate within the municipal boundaries of Deptford Township. The Deptford Supplemental Patrols will allocate resources on a pre-determined date and time to patrol and target areas where criminal activities may take place. The Deptford Supplemental Patrols, through the County, will also purchase law enforcement equipment necessary for the performance of the duties of the Deptford Supplemental Patrols. When Deptford Township wishes to purchase equipment from these grant funds they must submit requests in writing to the Prosecutor's Office for items to be purchased through the Gloucester County Purchasing Department. Deptford Township shall not purchase equipment and request reimbursement with grant funds.

B. REPORTING REQUIREMENTS:

1. **County Authority.** All parties hereto acknowledge the County, through the Prosecutor's Office, shall be responsible for the administrating of grant funds. The County will also be responsible for the coordination of services provided by the participating Municipality and how they will be implemented.

2. **Monthly Reports.** The Municipalities further acknowledge that the County through the Prosecutor's Office is obligated to report to the Grant Program Liaison the services provided and certify the same. Therefore, each Deptford Township shall provide to the County a Certification of Hours eligible for reimbursement on a form to be provided by the Gloucester County Prosecutor's Office, which shall include the following information:

- a. Name of participating officer;
- b. Date services provided;
- c. Number of hours worked;
- d. Hourly rate; and
- e. Certification signed by supervising authority certifying the information provided.

C. PAYMENT FROM COUNTY TO MUNICIPALITIES:

The County acknowledges receipt of grant funds totaling \$10,418.00. The County shall distribute said funds in accordance with the grant requirements as contained in this Agreement. The County will be reimbursed for grant administration services performed consistent with the terms of the grant application. Said reimbursement shall not exceed 10%

of the grant funds. The County shall have no further obligations to the Municipality other than contained herein.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Municipality intends by this Agreement to create any agency relationship or delegate any authority other than that which may be specifically required by the Shared Services Agreement Act for the limited purposes set forth herein. Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each Municipality employee participating on the Deptford Supplemental Patrols shall remain an employee of the police department for their respective town for liability purposes.

The Municipality represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and/or the equipment involved.

E. DURATION OF AGREEMENT:

This Agreement will be effective for the period of two (2) years from the date of the commencement of the grant. Each party may take appropriate action to terminate the Agreement prior to its expiration date in the event of the breach of the terms and provisions of the Agreement by any other party. This Agreement shall not automatically renew upon the expiration date. Rather, this Agreement should only be renewed by a specific, dually authorized, written action of the parties, as of the expiration date of the Agreement, to renew the Agreement for a further period.

F. MISCELLANEOUS PROVISION:

1. **Entire Agreement.** This 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.

2. **Severability and Modification.** In the event that any portion of this Agreement shall be made inoperative by Judicial Law or Administrative Law rulings, the remainder of this Agreement shall remain in full force and effect.

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

4. **Execution.** This Agreement shall be executed by a duly authorized representative of each of the respective government entities participating in this Task Force Program.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

**SEAN F. DALTON,
Gloucester County Prosecutor**

ATTEST:

TOWNSHIP OF DEPTFORD

**DINA L. ZAWADSKI
TOWNSHIP CLERK**

**PAUL MEDANY
MAYOR**

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: 6/8/14

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 13-250
2. GRANT TITLE: Edward Byrne Memorial Justice Assistant Grant Program
3. GRANT TERM: FROM: 10/1/13 TO: 9/30/15
4. COUNTY DEPARTMENT: Prosecutor's Office
5. DEPT. CONTACT PERSON & PHONE NUMBER: Billie Jo Scott / 384-5532
6. NAME OF FUNDING AGENCY: US Department of Justice

BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD. A Justice Assistance Grant (JAG) disparate allocation has been issued for the Township of Deptford in the amount of \$10,418. Deptford Township Police Department wishes to utilize awarded funds towards payment of overtime for tactical and/or supplemental patrols for crime suppression. Funds will also be utilized to purchase technological, communication, surveillance and/or other equipment not yet determined. An administrative cost of 10% of the award will be reimbursed to the Prosecutor's Office for personnel time spent on administering this grant.

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

NAME	AMOUNT	NAME	AMOUNT
Billie-Jo Scott	\$1,041		
Administrative Costs			

8. TOTAL SALARY CHARGED TO GRANT: \$ 1,041

9. INDIRECT COST (IC) RATE: 0 %

10. IC CHARGED TO GRANT \$ 0

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 6/18/14

1. GRANT TITLE: Edward Byrne Memorial Justice Assistance Grant (JAG)

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: _____

FEDERAL 2014-H4018-NJ-DJ

4. FUNDING AGENCY CONTACT PERSON: Jennifer Luge

5. FUNDING AGENCY PHONE NUMBER: 202-305-8064

6. GRANT AMOUNT: \$10,418

7. A. CASH MATCH AMOUNT: N/A
(Attach mandated documentation)

B. IN-KIND MATCH: N/A

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: _____

8. CONTRACT PERIOD: FROM: 10/1/13 TO: 09/30/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: Nov 14, Feb14

May 15, Aug 14

**Deptford Township Supplemental Patrol/Equipment Grant
County of Gloucester
2014-H4018-NJ-DJ
C2/Line Item Narrative**

Salaries & Wages

101 SALARIES & WAGES **\$5,622.00**

Deptford Township Police Department wishes to utilize awarded funds to pay overtime for tactical and/or supplemental patrols for crime suppression operations at targeted locations, and/or to deploy additional officers in areas of increased criminal activity, and/or to allow for proactive policing, and/or for operations to address acute issues that may arise throughout the grant period. Targeted locations will be selected based on crime analysis and gathered intelligence. Additional officers will be deployed on an as needed basis.

207 OVERTIME REIMBURSEMENT **\$1,041.00**

Administrative costs at 10% of the total award from Deptford Township. Administrative fees will be billed on a quarterly basis at the rate of 10% of the municipality's quarterly expenditures. The administrative fee will help offset salary costs incurred by the Gloucester County Prosecutor's Office for personnel time spent on purchasing equipment and generating reports under this grant.

Equipment

631 POLICE EQUIPMENT **\$3,748.00**

Equipment to be purchased with grant funds will include, but is not limited to: desktop/laptop computers, printer, software and other technology based equipment as well as communication, surveillance and information sharing equipment utilized for the dissemination of intelligence to Deptford Township police officers. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

**Deptford Township Community Policing/Equipment Grant
County of Gloucester
2014-H4018-NJ-DJ
BUDGET NARRATIVE**

101-01 SALARIES & WAGES	\$1,041
207 OVERTIME REIMBURSEMENT	\$5,622
631 POLICE EQUIPMENT	\$3,748
TOTAL	\$10,418

2014 NEW JERSEY JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2014 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

NJ	ATLANTIC COUNTY	County	*		
NJ	ATLANTIC CITY	Municipal	\$79,039		
NJ	EGG HARBOR TOWNSHIP	Township	\$11,911		
NJ	PLEASANTVILLE CITY	Municipal	\$18,773		\$109,723
NJ	BERGEN COUNTY	County	*		
NJ	HACKENSACK CITY	Municipal	\$12,267		\$12,267
NJ	BURLINGTON COUNTY	County	*		
NJ	WILLINGBORO TOWNSHIP	Township	\$11,662		\$11,662
NJ	CAMDEN COUNTY	County	*		
NJ	CAMDEN CITY	Municipal	\$212,833		
NJ	CHERRY HILL TOWNSHIP	Township	\$10,773		
NJ	GLOUCESTER TOWNSHIP	Township	\$21,689		
NJ	LINDENWOLD BOROUGH	Municipal	\$14,684		
NJ	PENNSAUKEN TOWNSHIP	Township	\$12,978		
NJ	WINSLOW TOWNSHIP	Township	\$16,178		\$289,135
NJ	CUMBERLAND COUNTY	County	*		
NJ	BRIDGETON CITY	Municipal	\$33,742		
NJ	MILLVILLE CITY	Municipal	\$22,791		
NJ	VINELAND CITY	Municipal	\$21,795		\$78,328
NJ	ESSEX COUNTY	County	\$12,764		
NJ	EAST ORANGE CITY	Municipal	\$45,191		
NJ	IRVINGTON TOWNSHIP	Township	\$83,057		
NJ	NEWARK CITY	Municipal	\$332,370		
NJ	ORANGE CITY TOWNSHIP	Township	\$32,782		\$506,164
NJ	GLOUCESTER COUNTY	County	*		
NJ	DEPTFORD TOWNSHIP	Township	\$10,418		\$10,418

NJ	HUDSON COUNTY	County	*	
NJ	BAYONNE CITY	Municipal	\$15,715	
NJ	HOBOKEN CITY	Municipal	\$16,924	
NJ	JERSEY CITY	Municipal	\$198,505	
NJ	NORTH BERGEN TOWNSHIP	Township	\$10,027	
NJ	UNION CITY	Municipal	\$27,769	
NJ	WEST NEW YORK TOWN	Municipal	\$19,626	\$288,566

NJ	MERCER COUNTY	County	*	
NJ	EWING TOWNSHIP	Township	\$10,027	
NJ	HAMILTON TOWNSHIP	Township	\$19,982	
NJ	TRENTON CITY	Municipal	\$130,025	\$160,034

NJ	MIDDLESEX COUNTY	County	*	
NJ	EDISON TOWNSHIP	Township	\$14,400	
NJ	NEW BRUNSWICK CITY	Municipal	\$43,448	
NJ	PERTH AMBOY CITY	Municipal	\$23,431	
NJ	WOODBRIIDGE TOWNSHIP	Township	\$14,791	\$96,070

NJ	MONMOUTH COUNTY	County	*	
NJ	ASBURY PARK CITY	Municipal	\$30,257	
NJ	LONG BRANCH CITY	Municipal	\$13,049	
NJ	NEPTUNE TOWNSHIP	Township	\$16,142	\$59,448

NJ	OCEAN COUNTY	County	*	
NJ	BRICK TOWNSHIP	Township	\$10,133	
NJ	LAKWOOD TOWNSHIP	Township	\$11,200	
NJ	TOMS RIVER TOWNSHIP	Township	\$10,062	\$31,395

NJ	PASSAIC COUNTY	County	*	
NJ	CLIFTON CITY	Municipal	\$20,480	
NJ	PASSAIC CITY	Municipal	\$61,795	
NJ	PATERSON CITY	Municipal	\$163,803	\$246,078

NJ	UNION COUNTY	County	*	
NJ	ELIZABETH CITY	Municipal	\$132,052	
NJ	LINDEN CITY	Municipal	\$12,800	
NJ	PLAINFIELD CITY	Municipal	\$46,719	
NJ	UNION TOWNSHIP	Township	\$10,631	\$202,202

NJ	BLOOMFIELD TOWNSHIP	Township	\$12,907	
----	---------------------	----------	----------	--

Local total			\$2,114,397	
--------------------	--	--	--------------------	--



**BJA FY 14 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local** 2014-H4018-NJ-DJ



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This handbook allows you to complete the application process for applying to the BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local. At the end of the application process you will have the opportunity to view and print the SF-424 form.

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*Type of Submission	Application Non-Construction
*Type of Application	New If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	N/A Program has not been selected by state for review

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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	21-6000660
*Type of Applicant	County
Type of Applicant (other):	
*Organizational Unit	Gloucester County Prosecutor's Office
*Legal Name (Legal Jurisdiction Name)	Gloucester County
*Vendor Address 1	2 South Broad Street
Vendor Address 2	P.O. Box 337
*Vendor City	Woodbury
Vendor County/Parish	
*Vendor State	New Jersey
*Vendor ZIP	08096-7623
Point of Contact Information for matters involving this application	
Contact Prefix:	Mrs.
Contact Prefix (Other):	
Contact First Name:	Billie-Jo
Contact Middle Initial:	
Contact Last Name:	Scott
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Administrative Assistant
Contact Address Line 1:	2 South Broad Street
Contact Address Line 2:	P.O. Box 337
Contact City:	Woodbury
Contact State:	New Jersey
Contact Zip Code:	08096-7623
Contact Phone Number:	(856) 384-5533
Contact Fax Number:	(856) 384-8624
Contact E-mail Address:	bjscott@co.gloucester.nj.us

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**BJA FY 14 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local** 2014-H4018-NJ-DJ



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Descriptive Title of Applicant's Project		
Deptford Township Supplemental Patrol/Equipment Grant		
Areas Affected by Project		
Deptford Township		
Proposed Project		
	*Start Date	October/ 01/ 2013
	*End Date	September/ 30/ 2015
*Congressional Districts of		
	Project	Congressional District 01, NJ
*Estimated Funding		
Federal		\$10418.00
Applicant		\$0.00
State		\$0.00
Local		\$0.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$10418.00



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Budget and Program Attachments

[Overview](#)

This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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2014-H4018-NJ-DJ Attachment 1 Abstract.pdf
2014-H4018-NJ-DJ Attachment 2 Program Narrative.pdf
2014-H4018-NJ-DJ Attachment 3 Budget.pdf
2014-H4018-NJ-DJ Attachment 4a Review Narrative.pdf
2014-H4018-NJ-DJ Attachment 4b Draft Resolution.pdf
2014-H4018-NJ-DJ Attachment 5 Shared Services.pdf
2014-H4018-NJ-DJ Attachment 6 Certifications.pdf
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[Submit Application](#)

Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

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Project Abstract
Attachment 1
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant

The projected goal of this project is to deter criminal activity, which includes the investigation of several crimes against property and people (organized retail crime rings, robbery, theft, aggravated assaults, bank robberies, narcotics investigations, Homicide, sexual assaults, Arson/Bomb investigations, and Homeland Security), by providing increased police presence and purchasing updated and/or additional equipment that will assist law enforcement with intelligence information. These grant funds will allow Deptford Township Police Department to conduct tactical and supplemental patrol operations which will enhance police presence and perform undercover and intelligence gathering operations. The additional presence of police and tactical operations will allow for proactive policing. This would assist in paying for overtime for additional officers without depleting current staffing on shifts. Adjustments to the tactical and/or supplemental patrols performed will be made according to crime trends and to address acute issues that may arise throughout the grant period. The overtime reimbursement rate for this grant period is \$55/hr. per officer.

Equipment to be purchased with grant funds includes but is not limited to surveillance equipment, communication equipment and information sharing equipment for the dissemination of intelligence to all officers and departments involved in the grant. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

The equipment would be used by Deptford Township Police Department officers to gather information and make it available to all local, state and federal agencies in intelligence gathering, information sharing and criminal investigations. These items will be used during the normal patrol function/duties, tactical operations as well as criminal investigative operations of the police department.

The JAG Project Identifiers for this project are: Community Policing, Crime Prevention, Equipment – General, and Overtime.

**Program Narrative
Attachment 2
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant**

The Township of Deptford wishes to utilize awarded funds to pay overtime for tactical and/or supplemental patrols for crime suppression operations at targeted locations, and/or to deploy additional officers in areas of increased criminal activity, and/or to allow for proactive policing, and/or for operations to address acute issues that may arise throughout the grant period. Targeted locations will be selected based on crime analysis and gathered intelligence. Additional officers will be deployed on an as needed basis. The allocation for overtime is \$5,622. The overtime reimbursement rate for this grant period is \$55/hr. per officer.

Equipment to be purchased with grant funds will include, but is not limited to: desktop/laptop computers, printers, software and other technology based equipment as well as communication, surveillance and information sharing equipment utilized for the dissemination of intelligence to Deptford Township police officers. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased. The allocation for equipment is \$1,041.

Administrative fees in the amount of \$1,041 will be budgeted for the Gloucester County Prosecutor's Office for the administration of the grant funds.

Breakdown of fund distribution:

<u>Municipality</u>	<u>Salaries & Wages</u>	<u>Equipment</u>	<u>Total</u>
Deptford Township	\$5,622	\$3,748	\$9,377
Gloucester County	\$1,041	N/A	\$1,041
Total	\$6,663	\$3,748	\$10,418

Budget and Budget Narrative
Attachment 3
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant

DEPTFORD TOWNSHIP

\$9,377.00

Personnel - \$5,622.00

Deptford Township Police Department wishes to utilize awarded funds to pay overtime for tactical and/or supplemental patrols for crime suppression operations at targeted locations, and/or to deploy additional officers in areas of increased criminal activity, and/or to allow for proactive policing, and/or for operations to address acute issues that may arise throughout the grant period. Targeted locations will be selected based on crime analysis and gathered intelligence. Additional officers will be deployed on an as needed basis.

Equipment - \$3,748.00

Equipment to be purchased with grant funds will include, but is not limited to: desktop/laptop computers, printer, software and other technology based equipment as well as communication, surveillance and information sharing equipment utilized for the dissemination of intelligence to Deptford Township police officers. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

GLOUCESTER COUNTY PROSECUTOR'S OFFICE

\$1,041.00

Personnel

Administrative costs at 10% of the total award from Deptford Township. Administrative fees will be billed on a quarterly basis at the rate of 10% of the municipality's quarterly expenditures. The administrative fee will help offset salary costs incurred by the Gloucester County Prosecutor's Office for personnel time spent on purchasing equipment and generating reports under this grant.

**Review Narrative
Attachment 4a
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant**

GOVERNING BODY REVIEW

The JAG application will be made available for review by the governing body on July 9, 2014.

PUBLIC HEARING

The County of Gloucester will be holding a public hearing on July 9, 2014 at 7:30 p.m. at the Gloucester County Courthouse, Courtroom 201 (The ceremonial courtroom) located at 1 North Broad Street, Woodbury, NJ. The purpose of this hearing is for public comments concerning the Edward Byrne Memorial Justice Assistance Grant Program FY 2014 Local Solicitation.

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2014-H4018-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,418.00 , FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2015

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, *Deptford Township Supplemental Patrol/Equipment Grant, #2014-H4018-NJ-DJ*, for a grant in the total amount of \$10,418.00 from October 1, 2013 to September 30, 2015; and

WHEREAS, the grant funds will benefit the County and the local Police Department of Deptford Township in their service to County residents and effort to perform supplemental patrols; and

WHEREAS, the Shared Services Agreement between the County of Gloucester and the Township of Deptford shall set forth the terms and conditions as to distribution of the grants funds, the requirements therein, and the services to be performed; and

WHEREAS, the Gloucester County Prosecutor's Office 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 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 this application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the administration of grant projects; and

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

1. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents relative to the grant application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (*Deptford Township Supplemental Patrol/Equipment Grant*), in the amount of \$10,418.00, from October 1, 2013 and terminating September 30, 2015.
2. That the Freeholder Director and other appropriate County official(s) are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Township of Deptford as to said grant funds.
3. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER,
AND THE TOWNSHIP OF DEPTFORD**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is entered into this 9th day of July, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Township of Deptford, municipal corporations of the State of New Jersey ("Municipality or Municipalities").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096;
2. The Township of Deptford ("Municipality or Municipalities") is a municipal corporation of the State of New Jersey with offices located at 1011 Cooper Street, Deptford, NJ 08096.
3. An Agreement is necessary pursuant to the terms of the Edward Byrne Memorial Justice Assistant Grant (JAG) Program requirements.
4. The County and Municipality have formed the Deptford Supplemental Patrols to target criminal activities.
5. The County and Municipality will coordinate their resources in furtherance of the goals of the Grant.
6. The Prosecutor's Office of the County of Gloucester as the chief law enforcement agency of the County will administer the expenditures of the grant funds consistent with the goals contained herein.

NOW, THEREFORE, the County and Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows.

AGREEMENT

A. SCOPE OF AUTHORITY:

1. **Nature and Extent of Services.** The Prosecutor's Office of the County along with the Police Department of the Township of Deptford will form Deptford Supplemental Patrols. The law enforcement agency and members thereof are permitted to enforce the laws of the State of New Jersey and sub-divisions created hereunder in the one (1) participating Municipality.

2. **Description of Law Enforcement Services.** The Deptford Supplemental Patrols created hereunder will operate within the municipal boundaries of Deptford Township. The Deptford Supplemental Patrols will allocate resources on a pre-determined date and time to patrol and target areas where criminal activities may take place. The Deptford Supplemental Patrols, through the County, will also purchase law enforcement equipment necessary for the performance of the duties of the Deptford Supplemental Patrols. When Deptford Township wishes to purchase equipment from these grant funds they must submit requests in writing to the Prosecutor's Office for items to be purchased through the Gloucester County Purchasing Department. Deptford Township shall not purchase equipment and request reimbursement with grant funds.

B. REPORTING REQUIREMENTS:

1. **County Authority.** All parties hereto acknowledge the County, through the Prosecutor's Office, shall be responsible for the administrating of grant funds. The County will also be responsible for the coordination of services provided by the participating Municipality and how they will be implemented.

2. **Monthly Reports.** The Municipalities further acknowledge that the County through the Prosecutor's Office is obligated to report to the Grant Program Liaison the services provided and certify the same. Therefore, each Deptford Township shall provide to the County a Certification of Hours eligible for reimbursement on a form to be provided by the Gloucester County Prosecutor's Office, which shall include the following information:

- a. Name of participating officer;
- b. Date services provided;
- c. Number of hours worked;
- d. Hourly rate; and
- e. Certification signed by supervising authority certifying the information provided.

C. PAYMENT FROM COUNTY TO MUNICIPALITIES:

The County acknowledges receipt of grant funds totaling \$10,418.00. The County shall distribute said funds in accordance with the grant requirements as contained in this Agreement. The County will be reimbursed for grant administration services performed consistent with the terms of the grant application. Said reimbursement shall not exceed 10%

of the grant funds. The County shall have no further obligations to the Municipality other than contained herein.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Municipality intends by this Agreement to create any agency relationship or delegate any authority other than that which may be specifically required by the Shared Services Agreement Act for the limited purposes set forth herein. Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each Municipality employee participating on the Deptford Supplemental Patrols shall remain an employee of the police department for their respective town for liability purposes.

The Municipality represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and/or the equipment involved.

E. DURATION OF AGREEMENT:

This Agreement will be effective for the period of two (2) years from the date of the commencement of the grant. Each party may take appropriate action to terminate the Agreement prior to its expiration date in the event of the breach of the terms and provisions of the Agreement by any other party. This Agreement shall not automatically renew upon the expiration date. Rather, this Agreement should only be renewed by a specific, dually authorized, written action of the parties, as of the expiration date of the Agreement, to renew the Agreement for a further period.

F. MISCELLANEOUS PROVISION:

1. **Entire Agreement.** This 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.

2. **Severability and Modification.** In the event that any portion of this Agreement shall be made inoperative by Judicial Law or Administrative Law rulings, the remainder of this Agreement shall remain in full force and effect.

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

4. **Execution.** This Agreement shall be executed by a duly authorized representative of each of the respective government entities participating in this Task Force Program.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

**SEAN F. DALTON,
Gloucester County Prosecutor**

ATTEST:

TOWNSHIP OF DEPTFORD

**DINA L. ZAWADSKI
TOWNSHIP CLERK**

**PAUL MEDANY
MAYOR**

**Certification
Attachment 6
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant**

These documents will be provided upon completion at the July 9, 2014 Freeholder Meeting.

Disclosure of Pending Applications
Attachment 7
2014-H4018-NJ-DJ
FY 2014 Local Solicitation
Deptford Township Supplemental Patrol/Equipment Grant

The County of Gloucester does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under the solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.



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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

*Prefix	The Honorable
Name Prefix:(Other)	
*First Name	Sean F.
Middle Initial (if any)	
*Last Name	Dalton
Suffix	
Name Suffix:(Other)	
*Title	Prosecutor
*Address Line 1	2 South Broad Street
Address Line 2	P.O. Box 337
*City	Woodbury
County	
*State	New Jersey
*Zip Code	08096-7623
*Phone	856-384-5534 Ext :
Fax	856-384-8624
*E-mail	bjscott@co.gloucester.nj.us
<input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.	

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OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and 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.
2. It 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.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Close Window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**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. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," 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)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

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) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) 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 (b) of this certification; and

(e) 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.

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. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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.

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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

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

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

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

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

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

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

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

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

(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 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

Close Window



BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program: Local 2014-H4018-NJ-DJ



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APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED June 09, 2014	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name Gloucester County		Organizational Unit Gloucester County Prosecutor's Office	
Address 2 South Broad Street P.O. Box 337 Woodbury, New Jersey 08096-7623		Name and telephone number of the person to be contacted on matters involving this application Scott, Billie-Jo (856) 384-5533	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 21-6000660		7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE TITLE: GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Deptford Township Supplemental Patrol/Equipment Grant	
12. AREAS AFFECTED BY PROJECT Deptford Township			
13. PROPOSED PROJECT Start Date: October 01, 2013 End Date: September 30, 2015		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ01	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$10,418	Program has not been selected by state for review	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$10,418	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			



**BJA FY 14 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local** 2014-H4018-NJ-DJ



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- Application submitted on 06/09/2014

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6-3

RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE FROM ATLANTIC SWITCH AND GENERATOR, LLC FOR DIAGNOSTIC TESTING, PARTS AND LABOR TO REPAIR THE 350KW PORTABLE GENERATOR ON TRI-AXLE FOR THE TOTAL AMOUNT OF \$24,882.00

WHEREAS, the award of a emergency purchase by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency diagnostic testing and repairs to the 350KW Portable Generator on Tri-Axle (hereinafter the "Emergency Repair") was made by the County on June 26, 2014 to Atlantic Switch and Generator; and

WHEREAS, the Emergency Response Coordinator, J. Thomas Butts, notified Peter Mercanti, the County Purchasing Agent, of the need for the said repair, the nature of the emergency, the time of its occurrence, and the need for invoking Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain necessary testing services, parts and labor for the emergency repair work to be performed, and contacted Atlantic Switch and Generator, with an office address of 4108 Sylon Blvd., Hainesport, NJ 08036, for the provision of the Emergency Repair for a total amount of \$24,882.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the Emergency Repair in the total amount of \$24,882.00, pursuant to C.A.F. #14-05830, which amount shall be charged against budget line item 04-08-018-310-18226.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency repair authorized by the County to Atlantic Switch and Generator, LLC, pursuant to, and in accordance with, the Emergency Provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the emergency repair authorized with Atlantic Switch and Generator, LLC for the Emergency Repair for the total amount of \$24,882.00 per the labor and materials prices submitted by Atlantic Switch and Generator, and subject to all conditions and requirements of the quote and invoices for the Emergency Repair issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
ATLANTIC SWITCH AND GENERATOR, LLC**

THIS CONTRACT is made effective the **9th day of July, 2014**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **ATLANTIC SWITCH AND GENERATOR, LLC** at 4108 Sylon Blvd., Hainesport, NJ 08036, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester to obtain diagnostic testing services, parts and labor to repair the 350KW Portable Generator on Tri-Axle;

WHEREAS, Contractor represents that it is qualified to provide said testing services, parts and labor and 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. COMMENCEMENT OF SERVICES. Contractor shall commence services upon being given a Notice to Proceed by the County Buildings and Grounds Director; and this Contract shall be effective for the length of time necessary for the actual completion of the repair.

2. COMPENSATION. Contractor shall be paid a total lump sum of \$24,882.00.

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 the invoicing received by the County in connection with this Contract, which is incorporated into and made a part of this Contract by reference.

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. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the specifications, if any, issued by the County in connection with this Contract.

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.

6. **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.

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

8. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by 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 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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.

9. **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 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

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

17. CONTRACT PARTS. This Contract consists of this Contract, any specifications issued by the County, and the Proposal, which are all incorporated herein by reference. If there is a conflict between this Contract and the Proposal, this Contract will control. If there is a conflict between this Contract or any specifications issued by the County, and the Proposal, then this Contract or the specifications will control, as applicable.

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.

THIS CONTRACT is dated this 9th day of July, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ATLANTIC SWITCH AND GENERATOR, LLC

(Please Print Name)

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05830

DATE June 30, 2014

BUDGET NUMBER - CURRENT YR C-04-08-018-310-18226 B DEPARTMENT Buildings & Grounds

AMOUNT OF CERTIFICATION \$24,882.00 COUNTY COUNSEL Lynn McClinton

DESCRIPTION:

Removal of all components from the portable generator diagnose problem, purchase of parts and reassembly generator and test

this is an emergency repair on 7/9/14 agenda

VENDOR: Atlantic Switch and Generator LLC

41088 Sylon Blvd

ADDRESS: Hainesport NJ 08036

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED

ATLANTIC Switch and Generator

Quote

4108 Sylon Blvd
Hainesport, NJ 08036
Phone: 609-518-1900
Fax: 609-518-1909

Date: 6/9/2014
Quote #: 14-4637
Customer ID:
Expiration Date: 7/9/2014

To:

Gloucester County
1200 North Delsea Dr
Clayton NJ 08312
Attn: Bill Bain
Location: Portable Unit

Description	Price
*ASG sent the generator end out for diagnostics and cleaning. To repair the generator it will need:	
*Furnish & install a new Diode Assembly	
*Rewind Exciter Stator	
*Furnish and install new exciter rotor	
Once this work is completed ASG will reinstall the generator can and test.	\$ 7,800.00

Total **\$ 7,800.00**

Quotation prepared by: David Poythress

This is a quotation on the goods and/or services named, subject to the conditions as noted below:

To accept this quotation, sign here and return: _____

Date: ___/___/___

609-518-311-15776



ATLANTIC Switch and Generator

4108 Sylon Blvd
 Hainesport, NJ 08036
 609-518-1900 (P)
 609-518-1909 (F)
 hankb@atlanticswitch.com

Invoice

Date	Invoice #
6/9/2014	11474

Bill To
Gloucester County Buildings & Grounds Shady Lane Complex 254 County House Road Clarksboro, NJ 08020

Service Location
Portable

Project	P.O. No.	Terms
2205-Repair Portable Generator End		Net 30

Qty	Description	U/M	Rate	Amount
1.00	Generator Repair Quote 1. Remove all components from the portable trailer 2. Transport generator to the rebuild shop 3. Rebuild shop wash, bake, and diagnose generator 4. Install unit back into portable unit and load bank test (this portion is not completed but will have to be done regardless)		17,082.00	17,082.00

Subtotal		\$17,082.00
Sales Tax (7.0%)		\$0.00
Total		\$17,082.00

2205-06-02-11-1146

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Emergency Response Center
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON 6/26/2104 _____
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
Blown bearing in a 350KW portable generator on tri-axle.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 25,000
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. 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.

DEPARTMENT HEAD JL Butts DATE 6/27/14

PURCHASING DIRECTOR _____

APPROVED BY COUNTY ADMINISTRATOR _____



MEMORANDUM

TO: Pete Mercanti
FROM: J. Thomas Butts *JTB*
RE: 350 KW Generator on Tri-Axle
DATE: June 27, 2014

Please be advised that I believe the timely repair of the above-referenced generator should be considered emergent in nature.

As we begin the 2014 hurricane season we are at great disadvantage without this critical piece of equipment. As this is one of the larger portable generators in the region, we have been asked to deploy as far away as Monmouth County. During Super Storm Sandy, this generator supplied power to the Southern Monmouth County Sewage Authority for several weeks.

In Gloucester County we depend on this generator to provide power in time of need to many County buildings without hard-wired systems to include the Board of Elections. But as you know, in Emergency Management continuity of operations is paramount.

In the summer months we routinely experience severe weather events and we desperately need this equipment returned to service.

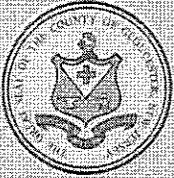
JTB:dt
Cc: Administrator Chad Bruner

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER DEPUTY
DIRECTOR/LIAISON
Giuseppe (Joe) Chila



DEPARTMENT OF
EMERGENCY RESPONSE

EMERGENCY RESPONSE
COORDINATOR
J. Thomas Butts

1200 N. Delaware Drive
Clayton, NJ 08312

Phone: 856-307-7100
Fax: 856-363-5839

www.co.gloucester.nj.us
tbutts@co.gloucester.nj.us

New Jersey Relay Service - 711

6-4

**RESOLUTION AUTHORIZING AN AGREEMENT WITH EAST ORANGE
GENERAL HOSPITAL FOR THE PROVISION OF HEALTH CARE SERVICES
AT THE SECURE MEDICAL UNIT LOCATED WITHIN THE HOSPITAL FROM
JULY 1, 2014 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$500,000.00**

WHEREAS, the County of Gloucester through its Department of Corrections has a need for East Orange General Hospital to provide inmate inpatient and outpatient services, emergency room care and physical examinations, as well as, psychiatric treatment (the "Services"); and

WHEREAS, East Orange General Hospital has negotiated with the County to provide the Services; and

WHEREAS, the Agreement shall be for estimated units of service in an amount not to exceed \$500,000.00; and

WHEREAS, the Contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, the County Gloucester recommends that this Agreement for Services be awarded to East Orange General Hospital from July 1, 2014 to June 30, 2015 with the option to extend the Contract for one (1) two (2) year term or two (2) one (1) year terms; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Agreement between the County of Gloucester and East Orange General Hospital, for the provision of health care services at the Secure Medical Unit from July 1, 2014 to June 30, 2015 in an amount not to exceed \$500,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the Contract, if applicable, and that this Resolution and the Contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the 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, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND
EAST ORANGE GENERALHOSPITAL
A NEW JERSEY NONPROFIT CORPORATION**

THIS AGREEMENT ("Agreement"), is made as of this 1st day of July, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey, 2 South Broad Street, Woodbury, New Jersey 08096, ("Gloucester County"), and East Orange Hospital, 300 Central Avenue, East Orange, New Jersey 07018 ("Hospital").

RECITALS

WHEREAS, the Hospital is a fully accredited acute care facility located in East Orange, New Jersey, and as part of its services provides certain inpatient and outpatient services, emergency room care, and physical examinations for patients; and

WHEREAS, the County houses inmates and detainees at the Essex County Correctional Facility ("ECCF") and desires to arrange for the Hospital's provision of certain services to specific groups of patients herein specified; and

WHEREAS, the County and the hospital wish to enter into this Agreement ("Agreement") pursuant to which the Hospital will provide certain services to specific groups of patients herein specified.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein made, the parties hereto agree as follows:

1. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meaning:

(a) "Covered Patients" shall mean Gloucester County inmates and detainees housed at ECCF.

(b) "County Inmates" shall mean those Gloucester County Inmates incarcerated in a County Correctional Facility with a housing contract with the County of Gloucester.

(c) "Emergency Room Services" shall mean all emergent and non-emergent medical treatment and services rendered to Covered Patients in the Hospital's Emergency Room reasonable and necessary for patient evaluation and care to the extent that the Hospital has the capacity to provide such medical treatment and services.

(d) "Inpatient Hospital Services" shall mean all medical treatment and services reasonable and necessary for Covered Patient evaluation and care of inpatients of the Hospital. Such services shall include, but not be limited to, the use of Hospital owned equipment; the use of the Hospital pharmacy; and the use of the Hospital laboratory facilities.

Further, a Designated Hospital Physician shall be responsible for overseeing the care of all Covered Patients, including, but not limited to, (i) making rounds; (ii) discussions with medical consultants; and (iii) providing legible, handwritten inmate discharge summaries in an envelope to the Officer stationed in the Locked Unit at the time of discharge. In addition, a dictated summary, including diagnoses, diagnostic tests, therapeutic recommendations and follow-ups shall be faxed to the ECCF Medical Director (973-274-6996) within (5) five business days after discharge.

(e) "Outpatient Hospital Services" shall mean all medical treatment and services reasonable and necessary for Covered Patient evaluation and care of outpatients of the Hospital. Such services shall include, but not be limited to, (i) same day surgery, which shall be provided, as needed, in a timely (timeliness being defined as the time during which such surgery would routinely be scheduled and performed consistent with ordinary medical practices in the community) manner; (ii) MRI; (iii) CT scan; (iv) ultrasound; (v) dialysis emergency treatment and (vi) other services, as needed.

(f) "Hospice Services" shall mean all medical treatment and services reasonable and necessary for long-term sub-acute hospice care.

(g) "Hospital Services" shall mean Inpatient Hospital services, Outpatient services, Emergency Room services, and Hospice services.

(h) "Hospital Rates" shall mean the rates which the County shall pay the Hospital pursuant to Paragraph 4 of this Agreement provided to Covered Patients.

(j) "Physician Services" shall mean the professional medical services rendered by primary and subspecialty physicians employed by or under contract with the Hospital.

(k) "Subspecialty Physician Services" shall mean hospital medical consultants, who provide the following services:

- i. ENT
- ii. Pulmonary
- iii. Internal Medicine
- iv. Gynecology
- v. Orthopedics
- vi. Urology
- vii. Neurology
- viii. Renal

- ix. Vascular Surgery
- x. Other subspecialty services, as needed.

The following services will not be provided:

- i. Trauma
- ii. Obstetrics
- iii. Pediatrics, except between sixteen (16) and eighteen (18) years old and with consent.
- iv. Dental services and oral surgery.

2. TERM

This Agreement shall be effective for a period of one (1) year, as a professional services contract pursuant to N.J.S.A. 40A:11-15, beginning on July 1, 2014, and ending on June 30, 2015, unless sooner terminated in accordance with paragraph 10 of this Agreement, with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms. The County shall provide the Hospital with a copy of a formal Gloucester County Board of Chosen Freeholders Resolution authorizing the execution of this Agreement within ten (10) days of the Gloucester County Board of Chosen Freeholder affirmative vote.

3. PROVISION OF SERVICES

(a) Hospital Services

During the term of this Agreement, the Hospital, acting through its duly-qualified agents and employees, shall provide Hospital Services to Covered Patients and shall be compensated for such services pursuant to Paragraph 4 of this Agreement. The Hospital agrees to provide a locked Medical Unit ("Locked Unit"), which will accommodate Covered Patients receiving Hospital Services at the Hospital.

(b) Physicians' Services

During the term of this Agreement, primary and specialty physicians employed by or under contract with the Hospital shall provide Physicians' and Subspecialty Services in their specialty to Covered Patients and shall be compensated for such services pursuant to Paragraph 4 of this Agreement.

(c) Locked Unit

The Hospital shall make available a Locked Unit, which shall be located on Unit 3 West of the Hospital. The Locked Unit shall be fully available, equipped and operational, upon

execution of this Agreement or this Agreement may be declared null and void by the County.

All elective admissions to the Locked Unit will be pre-authorized by the County or its agents in order to avoid having Covered Patients wait in the Hospital Admissions area. All elective admissions will be admitted directly to the Locked Unit. Admission data and a Medical Transportation Referral Form will be submitted by the County directly to the Hospital Admitting Office.

(i) Security Considerations per the Agreement with Essex County Department of Corrections, Essex County Correctional Facility Officers (Officers) shall have exclusive law enforcement authority over and custody of all inmates and detained admitted to the Locked Unit, including inmates as per the Contract between the County and Essex, attached hereto and incorporated by reference herein.

All officers shall be in full uniform and properly identified at all times. Essex County shall provide the Hospital with a gun locker for the storage of guns possessed by Officers while on duty in the Locked Unit. Officers shall not wear side arms while in the Locked Unit. Officers shall store guns in the gun locker while on duty.

An Officer shall accompany each Covered Patient or Other Inmate to the designated treatment area for inpatient hospital services and outpatient hospital services and shall remain with or in close proximity to the Covered Patients and Other Inmates at all times. At all times, Officers shall use leg irons and handcuffs to restrain Covered Patients or Other Inmates requiring medical treatment, unless such restraint would interfere with a Covered Patient's or Other Inmate's required medical treatment.

No visitation is permitted in the Locked Unit, unless specifically authorized by the Directors of the Essex Department of Corrections or their authorized designee.

(ii) Locked Unit Layout Utilization – The Locked Unit shall be a secure unit with the capability of accepting up to fifteen (15) inpatients at any given time. The Locked Unit shall consist of two (2) separate maximum security rooms with cameras; two (2) telemetry rooms with cameras; one (1) isolation/seclusion room with camera; three (3) two (2)-patient Medical-surgical rooms; two (2) two (2) patient rooms dedicated to Essex County psychiatric inmates and two (2) treatment rooms for outpatient clinics. The County acknowledges that the Hospital shall only accept Covered Patients or Other Inmates when beds are available and the County further agrees that the determination of bed availability will be made in the Hospital's sole discretion.

Any changes in the location or design of the Locked Unit shall be subject to final approval by the County.

The County may utilize available bed capacity in the Locked Unit up to a maximum of fifteen (15) beds and exercise its discretion in referring inmates from other nearby counties to fill any available beds it does not anticipate filling with Covered Patients. Protocols and procedures for any Other Inmates in the Locked Unit shall follow those in place for Covered Patients.

(d) ECCF Onsite Clinics

The Hospital shall supply physicians ("Onsite Physicians") to provide medical services to Gloucester County inmates/detainees onsite at the ECCF in the following specialties:

- i. ENT
- ii. Neurology
- iii. Ophthalmology
- iv. Infectious disease
- v. Podiatry
- vi. Other subspecialty services, as needed.

A mandatory six (6) hour orientation for Onsite Physicians will be provided at the ECCF, regarding custody and security operations. While at the ECCF, the Onsite Physicians shall be subject to and shall comply with all security regulations and procedures of the ECCF, including, but not limited to, searches of person or property. Violation of security regulations or policies may result in the physician being denied access to the facility.

The Onsite Physicians shall be compensated for such services pursuant to Paragraph 4 of this Agreement.

(e) Hospital Staffing

Staffing shall consist of approximately 9.57 hours per patient day with the recommended staffing ratio being two (2) registered nurses for each twelve (12) hour shift (7AM-7PM and 7PM-7AM), for a total of 8.4 FTEs. Nurse management shall be conducted by a nurse manager engaged by the Hospital.

(f) Timeliness of Referrals

Emergent specialty referrals require that a specialty physician must see Covered Patients within twenty-four (24) hours. Urgent specialty referrals are to be seen by a specialty physician within two (2) weeks. Routine specialty referrals are to be seen by a specialty physician within one (1) month.

(g) Cooperation

The County agrees to cooperate with the Hospital in order to develop and implement an Adult Prisoner Patient Policy and to comply with all policies and procedures implemented by the Hospital in connection with the treatment of Covered Patients, including

without limitation, all registration requirements of the Hospital. Without limiting the foregoing, before any covered patient is admitted to the Hospital for Inpatient Hospital Services, Outpatient Hospital Services or Physician Services, the County shall provide the Hospital with all information regarding the nature of any potential danger. The parties shall cooperate to resolve any security problems arising out of or in connection with this Agreement.

Upon request by the County, the Designated Hospital Physician shall provide a good faith estimate of a given Covered Patient's length of stay at the Hospital for Inpatient Hospital Services. There shall be monthly meetings with Hospital representatives, ECCF staff, Gloucester County Correctional Staff and CFG to coordinate Covered Patients' services.

(h) Television

The Hospital agrees to provide television service for each bed in the Locked Unit at no additional charge.

(i) Parking Spaces

The Hospital agrees to provide parking spaces for County agents, including the Officers, and provide a room where the Officers can take their meals.

(j) Inmate Deaths

The Designated Hospital Physician is to immediately inform the CFG Medical Director by phone of all Covered Patient deaths at the Hospital. Death notification shall include, but not be limited to, circumstances surrounding the death and suspected cause of death. Copies of all medical records shall be faxed to the ECCF.

4. COMPENSATION

(a) Facility Charges

The charges to be imposed for Inpatient Hospital Services and Outpatient Hospital Services are those set forth in Paragraph 4 of this Agreement. Such charges are subject to change upon mutual agreement, in writing, of both parties.

(b) Hospital Billing

The Hospital shall routinely bill the County for all Hospital Services and Physician Services provided to County inmates, provided the Hospital has determined that such County Inmates do not have third party insurance coverage or that such other payor will not reimburse the Hospital for the services.

The County's review of any services rendered in connection with this Agreement shall be completed no later than sixty (6) days after the County's receipt of bills from the Hospital. If the County determines that any charge is unjustified, it shall contact the Hospital immediately and the parties shall attempt to resolve the issue.

(c) Payment for Hospital Services

All bills for County Inmates shall be sent to the following address:

Gloucester County Department of Correctional Services
Attention: Lynn Heiss
70 Hunter Street
Woodbury, NJ 08096

In the event that a procedure or level of care is not available at the Hospital (such as cardiac catheterization), the Hospital will contact Corizon to get authorization and guidance as to which facility the inmate should be transferred. Such authorization may not be reasonably withheld.

(d) Inpatient Hospital Services Prompt Pay Discount

The Hospital shall bill for Inpatient Hospital Services rendered to County Inmates according to the 2012 New Jersey Medicaid DRG rate schedule. For Inpatient Hospital Services rendered to County inmates, the Hospital agrees to provide the County a prompt pay discount of seven percent (7%), if such claims are paid by the County within thirty (30) days of the billing date by the Hospital.

(e) Same Day Surgery

The County agrees to pay a flat fee of \$1,310.00 (One Thousand Three Hundred and Ten Dollars) for the facility charge for same day surgery for each County Inmate that requires such same day surgery. For other Covered Patients who are not County Inmates and require same day surgery, the Hospital shall send claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(f) Payment for Outpatient Services

The County shall reimburse the Hospital for Outpatient Hospital Services provided to County Inmates as follows. Current outpatient rates will be utilized for all outpatient services, except for all clinic visits (regardless of specialty), to be inclusive of facility and professional components and not to exceed \$95.00 (Ninety-Five Dollars) per visit. Ancillary charges associated with clinic visits will be paid at 48% (Forty-Eight percent) of the Hospital Facility Rate Schedule for ancillary services. For other covered Patients who are not County Inmates and require these outpatient services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(g) Other Outpatient Services

The County agrees to pay 48% (Forty-Eight percent) of the current Hospital Facility Rate Schedule for all outpatient services not included in Paragraph 4(f). For other Covered Patients, who are

not Essex County Inmates, and require other outpatient services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(h) Emergency Room

The County agrees to pay \$460.00 (Four Hundred Sixty Dollars) for all emergency room services. If the County Inmate is admitted, this charge will be waived. For other Covered Patients who are not County Inmates and require emergency room services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(i) Physician Services Billings

The County agrees to pay physicians rendering Physician Services provided to County Inmates at the Hospital or affiliated outpatient centers, according to the current Medicare Participating Physician Fee Schedule.

(j) Hospice Services

The County shall reimburse the Hospital for Hospice Services provided to County Inmates at the rate of \$412 (Four Hundred Twelve Dollars) per day. For each Covered Patients who are not County Inmates and require hospice services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(k) Third Party Reimbursement

The County shall pay the Hospital for Hospital Services provided to Essex County Inmates provided that the Hospital has determined that such Essex County Inmates do not have third party insurance coverage or that such other payor will not reimburse the Hospital for the services.

In cases where the Hospital is able to bill another payer first, the Hospital shall simultaneously bill the County for services, but shall indicate it is pursuing another payer first. The Hospital shall provide Notice to the County upon receipt of the acceptance of responsibility by the first payor or a denial of same. The time in which the County shall be responsible for payment (see (m) below) shall not begin until the County has been provided the Notice discussed herein.

Should a County Inmate have third party insurance coverage that pays only a portion of or does not reimburse the Hospital at all, the Hospital shall bill the County only the non-reimbursed portion in accordance with this Agreement.

In the event that the third party payor denies coverage based upon a finding that services rendered to County Inmates were unnecessary or that fees were excessive, the Hospital shall provide the County with a copy of the third party payor's findings. If the Hospital and the County determine that the services provided were unnecessary or the fees charged were above the third party insurance approved fee schedules or a deductible is required, then the County will have no obligation to pay the Hospital above what was approved and paid by the third party payor. All bills, together with third party payor findings, shall be sent to the entities and addresses specified in Paragraph 4 of this Agreement.

(l) Mechanism and Timing of Payments

The County shall make payments on actual bills submitted for all eligible County Inmates within sixty (60) days of receipt. The county shall perform financial and clinical audits of bills as provided in Paragraph 5(a).

The County shall be responsible to pay the Hospital for all County Inmates' services rendered by the Hospital up until the expiration of the Inmate's sentence or termination of custody with the County as per established law [Saint Barnabas Medical Center v. Essex County, 111 N.J. 67 (1988)]. When compassionate release procedures are initiated by the County for Inmates, the Hospital shall cooperate and put forth best efforts to arrange alternative care and facilities for such Inmates.

5. REVIEW AND REPORTS

(a) Utilization Review.

(i) With respect to Hospital Services and Physician Services rendered pursuant to this Agreement, the County shall have the right to:

(A) Review to determine that the services were rendered to Covered Patients; and

(B) Conduct utilization review to determine the medical necessity of the services rendered. Utilization review may be conducted on a prospective, concurrent or retrospective basis and payment may be denied for medically inappropriate services, length of stay or services rendered.

(ii) The County, at its sole cost and expense, has contracted with Corizon to provide utilization review and claims auditing. Corizon will utilize a pre-hospital certification program for Covered patients.

(iii) All authorized, non-emergency, elective admissions and same day surgery will be assigned a Corizon pre-certification number, which will be written on the medical Referral Transportation Form accompanying the Covered Patients. The Corizon number must be included by the Hospital on all Covered Patients' inpatient claims generated for elective admissions. Pre-certification shall not affect urgent, non-elective admissions.

(b) Medical Records

The Hospital agrees to waive any medical records review fees and copying fees for the County's on-site medical review. For medical records that are not collected as part of the County's on-site review, the medical records will be provided at a cost of \$1.00 (One Dollar) per page. The Hospital agrees to deliver the requested medical records to the County within seven (7) business days of the request.

(c) Medicaid DRG Charge Assignment

The County has the right to contest Medicaid DRG charges for Inpatient Hospital Services rendered to Covered Patients, pursuant to this Agreement. The first level of contest will include discussions with the Hospital Records Department and, if an agreement or settlement is not achieved, the second level of contest will include the designation of a third party mutually agreed to by the County and Hospital. The findings of the third party will be binding except where a Medicaid DRG appeal system established by the State of New Jersey has jurisdiction to resolve such contested changes.

(d) Claims Review Timing

The County's review of any services rendered in connection with this Agreement shall be completed no later than forty-five (45) days after the County's receipt of bills from the Hospital. If the County determines that any charge is unjustified, it shall contact the Hospital immediately and the parties shall attempt to resolve the issue.

(e) Reports

Upon request by the County, the Hospital shall provide the County with a summary statement of services rendered to Covered Patients. These statements shall include, in addition to the total amount billed for the period, the following data on a patient-by-patient basis: Patient Name; Date of Birth; Social Security Number; Dates of Services; Amount Billed; Third Party Payment; Prior Insurance History, if known; other Third Payor; and CPT codes/ICD9 diagnosis, if available.

6. HOSPITAL INSURANCE COVERAGE

The Hospital shall maintain at its expense during the term of this Agreement, general and professional liability coverage insuring it and its employees, staff and agents against claims for bodily injury or death and property damage resulting from the performance of services or omissions of the Hospital, its employees, staff, and agents under this Agreement. The Hospital shall provide insurance coverage protecting it against claims arising from the professional services or omissions of the Hospital, its employees, staff and agents pursuant to this Agreement within limits of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate.

7. INDEMNIFICATION

In addition to the other rights and remedies of the parties herein, the Hospital agrees to indemnify and hold harmless the County from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Hospital and/or its officers, directors, employees, representatives and agents. Each party agrees it shall be responsible for the acts and omission of the other party.

8. INDEPENDENT CONTRACTORS

It is agreed that, in the performance of this Agreement, the Hospital and its employees and agents shall at all times act as independent contractors with respect to the County, and not as employees of the County. Nothing contained herein shall be construed to create a joint venture,

association or other affiliation among the Parties. Further, neither party has the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Nor shall either party use the name of the other party in any promotional or advertising material unless review and approval of the intended use shall have first been obtained from the party whose name is to be used.

9. CONFIDENTIALITY OF RECORDS

Both parties shall abide by all state and federal laws and regulations protecting the confidentiality of the records of individuals in their care or receiving the above-described services, including but not limited to, the Federal Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Parts 160, 162 and 164 as it applies to the release of and access to protected health information; N.J.S.A. 30:4-24.3; and N.J.A.C. 10:41-1.1 et seq.

10. TERMINATION

Either party may terminate the Agreement in writing upon notice to the other party: (i) without cause with not less than ninety (90) days advance notice; (ii) in the event of a material breach after thirty (3) day notice and an opportunity to cure; and/or (iii) as otherwise set forth in this Agreement. Termination shall take immediate effect upon failure of the Hospital to maintain its license, certification, or other necessary legal or regulatory qualification or upon bankruptcy or dissolution.

Further, the County may immediately terminate said Agreement upon the determination by its Director of the Department of Corrections or his designee that termination is necessary in order to protect health, safety or welfare of its inmates/patients, visitors, and/or County agents, servants and/or employees.

Likewise, the Hospital may immediately terminate this Agreement upon the determination by its Chief Executive Officer or his or her designee that termination is necessary in order to protect the health, safety or welfare of its patients, visitors and/or employees.

11. NON-FAIR AND OPEN CONTRACT

This Agreement is made as a non fair and open professional services contract. As such, the Hospital shall complete and submit with this Agreement a Business Entity Disclosure Certification wherein it shall certify that the Hospital, its corporate officers, principals, directors, and/or any subsidiaries and/or assigns directly or indirectly controlling in excess of ten percent (10%) of the profits or assets of the Hospital have not made any reportable contributions to a political party or candidate committee in the County of Gloucester in the one (1) year period preceding the award of this contract. This Agreement also prohibits the Hospital and its corporate officers, principals and directors or their spouses along with any controlled subsidiaries owning more than ten percent (10%) of the profits or assets of the Hospital from making any reportable contributions to a political party or candidate committee in the County of Gloucester for the duration of its term.

12. REPRESENTATIONS AND WARRANTIES

(a) The County represents and warrants that the undersigned are the duly authorized to execute this Agreement by and on behalf of the County; that the County has all necessary power and authority to enter into and perform its duties under this Agreement; that all necessary and proper action has been taken by the County in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the County is subject.

(b) The Hospital represents and warrants that the undersigned are the duly appointed officers of the Hospital duly authorized to execute and deliver this Agreement by and on behalf of the Hospital; that the Hospital has all necessary power and authority to enter into and perform its duties under this Agreement; that all necessary and proper action has been taken by the hospital in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the Hospital is subject.

13. NOTICES

All notices and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have given or made: (A) if by hand, immediately upon delivery; (B) if by telecopier, immediately upon confirmed receipt; (C) if by United States postal service, then four (4) days after being sent via certified, return receipt requested mail; and (D) if by nationally recognized overnight carrier, the next business day. All notices are to be sent to the parties as follows:

East Orange General Hospital
Kevin Slain
Chief Executive Officer
300 Central Avenue
East Orange, New Jersey 07018

County of Gloucester
Chad M. Bruner
County Administrator
2 South Broad Street
Woodbury, New Jersey 08096

with copy to:
Todd C. Brower, Esq.
Brach Eichler – 101 Eisenhower Parkway
Roseland, New Jersey 07068

14. ASSIGNMENT

Subject to the written consent of the County, which shall not be unreasonably withheld, the Hospital may assign this Agreement to a successor corporation.

15. ORAL NEGOTIATIONS SUPERSEDED; AMENDMENT

This Agreement, together with the other instruments and documents referred to herein, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof. This Agreement may

not be amended or modified in any matter, including the provision by oral amendment or modifications, except by an instrument in writing signed by the parties.

16. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. PARAGRAPH HEADING

Paragraph headings used herein are for convenience only and shall not affect construction of this Agreement.

18. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties expressly consent to venue and jurisdiction in Hudson County, New Jersey.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, on the day and year first above written.

ATTEST:

HOSPITAL

Kevin Slavin, Chief Executive Officer
East Orange General Hospital

ATTEST:

COUNTY OF GLOUCESTER

Robert L. DiLella, Clerk

Robert M. Damminger, Freeholder Director

RESOLUTION AUTHORIZING THE EXECUTION ANY AND ALL DOCUMENTS NECESSARY FOR SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR THE FISCAL YEAR 2014 COPS HIRING PROGRAM, FOR THE HIRING OF FIVE (5) ADDITIONAL CAREER LAW ENFORCEMENT SHERIFF'S OFFICERS IN THE TOTAL AMOUNT OF \$735,303.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2017

WHEREAS, the Gloucester County Sheriff's Office desires to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for the Fiscal Year 2014 COPS Hiring Program for the hiring of (5) five additional career Law Enforcement Sheriff's Officers; and

WHEREAS, the total amount of the grant for the 3 (three) year period on the hiring program, from October 1, 2014 to September 30, 2017, is \$735,303.00. The U.S. Department of Justice will contribute 75% of the funds (\$551,478.00), and the County will contribute 25% (\$183,826.00); and

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

WHEREAS, the Gloucester County Sheriff's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved the application, and The Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, any and all documents necessary for the filing of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program, for the hiring of five (5) additional Career Law Enforcement Sheriff's Officers, in the total amount of \$735,303.00 from October 1, 2014 to September 30, 2017; and

BE IT FURTHER RESOLVED that the Gloucester County Sheriff's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 9, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GRANT REQUEST FORM

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

DATE: June 26, 2014

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

2. GRANT TITLE: Cops Hiring Program 2014

3. GRANT TERM: FROM: 10/1/14 TO: 9/30/17

4. COUNTY DEPARTMENT: Office of the Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Carl Bonser (856) 384-4642

6. NAME OF FUNDING AGENCY: Department of Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To apply to the US Dept of Justice, Office of Community Policing Services (COPS) for fiscal year 14 2014 COPS Hiring Program (CHP) for the hiring of five (5) additional or career law enforcement sheriff's officers. Funding will be 75% federal share; 25% local County share.

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

NAME	1st year	AMOUNT	NAME	2nd year	AMOUNT	3rd year
* to be determined		44,518		49,021		53,523
* _____		44,518		49,021		53,523
* _____		44,518		49,021		53,523
* _____		44,518		49,021		53,523

9. TOTAL SALARY CHARGED TO GRANT: \$ 551,478 75% federal share
183,826 25% local share

10. INDIRECT COST (IC) RATE: _____ %

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____ %

13. DATE APPLICATION DUE TO GRANTOR 5/24/14

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

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

16. HAS THE DISCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us

DEPARTMENT HEAD: _____
 Signature

DATE: 6-26-14

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. Carmel M. Morita / CM
 Signature

2. _____
 Signature

2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

4-01-25-270-10000 Salary and Wages \$ 551,478
TOTAL FEDERAL SHARE

Year 1-\$220,591
Year 2-\$193,017
Year 3-\$137,870

\$ 183,826

TOTAL COUNTY SHARE

Year 1-\$1,997
Year 2-\$52,086
Year 3-\$129,743

DEPARTMENT: Sheriff

FORM C-2
SUBMISSION DATE: 6/26/14
REVISION DATE:



COPS Application

NJ00800

Gloucester County Sheriff's Department

COPS

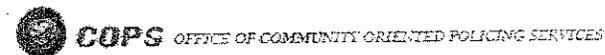
COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Verify the COPS grant program for which you are requesting federal assistance. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program



ORI: NJ00800
Agency Legal Name: Gloucester County Sheriff's Department

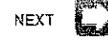
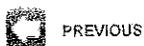
COPS Application

Attachment to SF-424

[Home](#)

[Help](#)

The COPS Office technical staff are actively working to resolve technical difficulties within the COPS Application System, including error messages and slow response times. We apologize for any inconvenience this may be causing our applicants. If you are experiencing a persistent technical issue, please do not hesitate to contact the COPS Response Center for assistance at 800.421.6770.



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SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- Law Enforcement
- Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department which is operational as of June 23, 2014, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

Additionally, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

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FAQ

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

▾

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

▾

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only respond to or investigate specific type(s) of crime(s); respond to or investigate crimes within a correctional institution; serve warrants; provide courthouse security; transport prisoners; and/or have cases referred to them for investigation or investigational support.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

▾

Q2) Is your agency the first responder to all types of criminal incidents within your jurisdiction?

▾

Q3) Agencies with jurisdiction limited only to correctional institutes and/or courthouse settings are not eligible under this program. Is your agency the first responder to citizen-initiated calls for service outside of a correctional institute and/or courthouse setting?

▾



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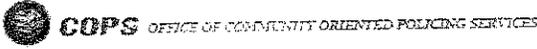
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Agency Legal Name: Gloucester County Sheriff's Department

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SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number NJ00800

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number:

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. DOJ requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that Applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <http://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Application Guide.

Your SAM Registration is set to expire on:

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2014, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <http://www.sam.gov>

D. Geographic Names Information System (GNIS) ID:

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.

E. Cognizant Federal Agency:

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From to

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application and/or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through State sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS application. (check all that apply):

Bureau of Justice Assistance (BJA)

- Pending Application
- Active Grant

Office of Justice Programs (OJP)

- Pending Application
- Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- Pending Application
- Active Grant

Office on Violence Against Women (OVW)

- Pending Application
- Active Grant

National Institute of Justice (NIJ)

- Pending Application
- Active Grant

Office for Victims of Crime (OVC)

- Pending Application
- Active Grant

Other Department of Justice Funding

- Pending Application
- Active Grant

Other Federal or State Sub-awarded Funding

- Pending Application
- Active Grant
- No Federal or State Sub-awarded Funding



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SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). This section below has been pre-populated from the information listed in your COPS Agency Portal Account. If this information is no longer correct, please log in to your COPS Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., CEO, President, Chairperson, Director, etc.) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position would ultimately be responsible for the programmatic implementation of the award. This section below has been pre-populated from the information listed in your COPS Agency Portal Account. If this information is no longer correct, please log in to your COPS Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Your agency previously indicated that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services). Therefore, question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

Title: Sheriff

First Name: Carmel MI: M Last Name: Morina Suffix:

Agency Name: Gloucester County Sheriff's Department

Street1: PO Box 376

Street2: 2 South Broad St
City: Woodbury State: NJ Zip / Postal Code: 08096
Telephone Number: 856-384-4630 Fax: 856-384-4679 Email: vantonini@co.gloucester.nj.us
Edit Contact Information

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., Mayor, City Administrator, or equivalent). This section below has been pre-populated from the information listed in your COPS Agency Portal Account. If this information is no longer correct, please log in to your COPS Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., CFO, Treasurer, etc.). If the grant is awarded, this position would ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not acceptable. This section below has been pre-populated from the information listed in your COPS Agency Portal Account. If this information is no longer correct, please log in to your COPS Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Executive Director
First Name: Robert MI: M Last Name: Damminger Suffix:
Agency Name: Gloucester County Sheriff's Department
Street1: PO Box 337
Street2: 2 South Broad St
City: Woodbury State: NJ Zip / Postal Code: 08096
Telephone Number: 856-853-3390 Fax: 856-853-3495 Email: mgangloff@co.gloucester.nj.us
Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Title:
First Name: MI: Last Name:
Suffix:
Agency Name:
Street1:
Street2:
City: State: Zip / Postal Code:
Telephone Number: Fax: Email:



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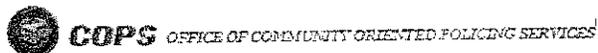
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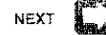
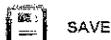
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SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. *The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.*

Number of officers employed by your agency as of the date of this application:

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2014 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer

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officers may apply for one (1) officer position. Agencies with a service population of 1 million or above may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2014 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as School Resource Officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME SCHOOL RESOURCE OFFICERS. Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities.

There must be an increase in the level of community policing activities performed in and around primary or secondary school in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant.

In addition, in section 6B you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Problems" as your problem area.

Is your agency requesting that all of these officer positions be deployed as School Resource Officers (SROs)?

No

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

5

How many entry-level, full-time officer positions is your agency requesting in this application?

5

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission.

Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): If awarded under this category, a department must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.

(b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget cuts: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget cuts: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, it will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space

below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off
--------------------	--------------------------------------------------

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2014 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

Re-Hires

Lay Off

Part 4

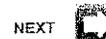
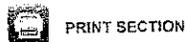
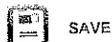
1. Under the 2014 COPS Hiring Program, applicants are not required to hire post-September military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

Yes

No

If yes, how many officer position(s) from your total 2014 CHP request does your agency anticipate filling with post-September 11, 2001 military veterans?





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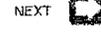
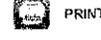
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SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program, or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and/or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are "significant" if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and/or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are "significant" if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing

approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, and/or goals includes references to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1b. The agency strategic plan includes specific goals and/or objectives relating to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1d. Annual line officers valuations assess performance in:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1e. Supervisor and manager evaluations assess performance in:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1f. Line officers receive regular (at least once every two years) training in:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- Monitoring calls for service, dispatch records, crime incidents, and/or other activity for specific street addresses, buildings, or locations that account for a disproportionate share of crime or disorder
- In-service training for officers on basic and advanced community policing principles
- Defined community policing roles and expectations for officers
- Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- Alternatives to formal disciplinary practices that encourage ethical behavior
- Police officers ethical conduct initiative
- Use of a departmental values statement to establish officer standards of behavior and guide disciplinary processes
- None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- Response times

- Reported crimes
- Reported incidents
- Arrests and citations
- Problem solving outcomes
- Department employee satisfaction
- Clearance rates
- Complaints of officer behavior
- Reduction of crime in identified hot spots
- Repeat calls for service
- Social disorder/nuisance problems (e.g. graffiti, panhandling, loitering, etc.)
- Satisfaction with police services
- Fear of crime
- Victimization (i.e. non-reported crime)
- Community meetings held/attended
- Use of force incidents
- Meeting the priorities as identified in your agency strategic plan
- My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- Neighborhood, beat, and/or school meetings
- Local media outlets
- Agency newsletter
- Neighborhood newsletters
- Agency website
- Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- Citizen alert system (telephone, email, text, etc.)
- Citizen alert system that is geographically targeted, based on updated hot spots
- Public access television/radio
- Community organization board membership
- Public forums with Chief/Sheriff/Command staff
- Posters, billboards, flyers
- None of the above

5) Through which of the following ways does your agency routinely participate in collaborative efforts with federal, tribal, state, and/or local law enforcement agencies? Please check all that apply.

- NCIC/CJIS
- Co-located staff or detail assignments, independent of task forces
- Database systems that facilitate data and information sharing
- Interoperable communication systems
- Federally initiated task forces (e.g. HIDTA's, Fusion centers, JTTF's, etc.)
- Other multi-agency task forces

None of the above

6) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- Citizen police academies
- Volunteer activities
- Auxiliary police programs
- Civilian review boards (e.g. disciplinary review boards)
- Citizen advisory groups (i.e. informal advisory function)
- Involvement in hiring decisions (i.e. interview panels, selection boards, etc.)
- Involvement in contributing to annual line officer performance reviews
- Representation on promotional boards
- Participation in accountability and performance reporting and tracking meetings
- Participation in complaint resolution process (i.e. formal mediation, disciplinary boards, etc.)
- None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS grants must be used to initiate or enhance community policing activities with either the newly-hired officers funded by this grant program, or an equivalent number of veteran officers who are redeployed to implement this community policing plan after hiring the additional entry-level officers with COPS grant funds. In this section you will be asked to identify the crime and disorder **problem** and the **partners** to be engaged through your requested COPS funding. Identifying the specific problem and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program and to ensure that ultimately the use of these funds additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

7) Using the following list, select a problem that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. **You may select one problem** to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem, and accordingly **describe it in precise, specific terms** (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Problems

- Child Sexual Predators and Internet Safety
- Children Exposed to Violence
- Youth Crime and Delinquency
- Other Child and Youth Safety Problem (please specify)

Drug Related Problems

- Drug Manufacturing/Trafficking
- Drug Dealing
- Drug Abuse
- Other Drug Related Problem (please specify)

Homeland Security Problems

- Protecting Critical Infrastructure Problems
- Information or Intelligence Problems
- Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

- Burglary
- Fraud
- Larceny/Theft (Non-Motor Vehicle)
- Motor Vehicle Theft/Theft from Motor Vehicle
- Vandalism
- Social Disorder
- Quality of Life Problem

Please specify your quality of life problem; for example, abandoned vehicles, pan handling, fear of crime, vacant properties etc.

Fear of Crime-Senior Safety/Crime Prevention

- Prostitution
- Other Non-Violent Crime Problem (please specify)

Trust Problems

- Fair and Impartial Problems
- Problems with Transparency
- Problems with Fairness and Respect
- Other Trust Problem (please specify)

Traffic/Pedestrian Safety Problems

- Traffic Congestion
- Pedestrian Safety
- Driver Safety
- Traffic Accidents
- Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

- Assault
- Homicide
- Rape
- Robbery

- Domestic/Family Violence
- Gun Violence
- Other Violent Crime Problem (please specify)

7a) Briefly describe the problem that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

As people grow older, their chances of being victims of crime increase dramatically. A lifetime of experience coupled with the physical problems associated with aging often makes older Americans fearful. Even though they may be on the lookout constantly for physical attack and burglary, they're not as alert for frauds and con games, and in reality, the greatest crime threat to seniors' well-being and trust. We have developed a program to educate senior citizens in our county in the prevention of crime by doing outreach programs in the community to educate them on preventative measures they can take regarding safety on the street, telephone callers, answering the door at your home, as well as special precautions for elderly females. Our program also goes into addressing scams, identity theft, automobile safety and home security. There are 24 municipalities in Gloucester County that have Senior Citizen Organizations, as well as over 55 communities that have them too. We have been requested frequently to come speak to these organizations over senior citizen crime prevention tactics and education. The crime rate continues to increase in Gloucester County due to drug related issues, economic reasons and unemployment making the senior citizen community even more vulnerable. In an effort to help our older citizens feel safer here in Gloucester County, our outreach program will assist the local municipalities in educating the seniors and assisting them in combatting crime toward the targeted elderly. At the present time, due to economical reasons, we have been short staffed in many of our divisions and unable to hire new officers. If we had these additional funds, we could man and provide these services in our community.

7b) Will the problem described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- Yes
- No

7c) Which of the following activities will your agency and officers hired under this grant (or an equivalent number of redeployed veteran officers) engage in as it pertains to your identified crime hot spot? (please check all that apply):

- Enhance enforcement efforts (sweeps or increased patrol)
- Targeted community alerts
- Prevention efforts directed at high-risk victims
- Prevention efforts directed at high-risk offenders
- On-going identification of crime concentrations by qualified analysts
- Formal evaluations of the effectiveness of interventions (e.g. using pre/post-test and/or comparison groups)
- None of the above

8) Which of the following information sources did you use to prioritize this problem as a problem to address through this grant program (please check all that apply):

- Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- Agency personnel (e.g. officer feedback, command staff priorities)

- Other local non law enforcement government agency data
- Community based organizations (e.g. faith based, non-profits, social service providers)
- Local businesses
- Individual community members/community meetings
- Community survey
- Local government officials
- The media
- None of the above

9) If awarded funds, my agency will improve our understanding of this problem by examining (please check all that apply):

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- The location and/or time aspects of the problem(e.g. mapping)
- The conditions and environmental factors related to the problem
- The strengths and limitations of current responses to the problem
- Non-law enforcement data/information related to the problem (e.g. insurance crash data, other government agency data, census data, survey data)
- Existing research and best practices related to the problem
- Data/information from the community related to the problem (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem (e.g. offender interview, arrest records)
- Information about victims affected by the problem(e.g. crime reports, victim interviews)
- Strengths and weaknesses of previous responses to the problem
- None of the above

10) If awarded funds my agency will use the following information sources to assess our response to this problem to determine whether the response was implemented and achieved the desired outcomes(please check all that apply):

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- Data/information regarding whether the response was implemented as planned
- Police data collected for this specific problem (e.g. problem-specific surveys, field interview contact cards, etc.)
- Non-police data/information related to the problem(e.g. insurance crash data, other government agency data, census data, survey data)
- Data/information from the community related to the problem (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem (e.g. offender interview, arrest records, probation/parole data)
- Information about victims and/or stake holders affected by the problem(e.g. crime repots, victim interviews)
- None of the above

11) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem (please select up to 3):

- Eliminating the problem
- Reducing the number of incidents
- Increasing public trust in your agency
- Reducing the seriousness of the incidents or the amount of harm
- Reducing the number of victims and /or repeat victims

- Reducing the number of offenders and/or repeat offenders
- Moving the problem to another area
- Getting other agencies and/or stake holders to assume responsibility for the problem
- Improving the response to the problem(i.e., more comprehensive and coordinated way of dealing with the problem, providing better services to victims, or greater efficiency in dealing with the problem)
- Improving citizen perceptions of the problem
- Increasing the number of arrests/citations
- Reducing the number of calls for service
- None of the above

12) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency initiate or enhance a partnership with an external group/organization to develop responses to this problem?

- Yes
- No

12a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem

1

12b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem.

Partner Number	Partner Name	12c/12d	Action
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12c) For this partner, please indicate the statement that best characterizes this partner:

- Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement, etc.)
- Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- Businesses operating in the community
- Tribal law enforcement agencies
- Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- Local educational institutions (schools/colleges/universities)
- Individual stake holders (persons residing, working, or with an interest in the community or problem)

1 Glouc Co Police Depts

Edit Delete

12d) For your Federal, state, local, or Tribal law enforcement agency partner, please identify what steps you and your partner have taken or plan to take to formalize your commitment to addressing this problem (please check all that apply):

- Formalized MOU/MOA signed by both partners which governs partnership activities, roles, and responsibilities
- Established shared ownership and responsibility
- Co-committed resources (financial, staffing etc.)

- Established processes and/or systems to share relevant data
- Conduct routine meetings at the operational or strategic level to plan and implement responses
- Conduct joint training and planning exercises
- None of the above

Add Partner

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- Flexibility in officer shift assignments to facilitate addressing specific problems

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

The supervisor in charge of shifts would have at least 1 officer assigned to a detail (s) assisting the various police departments with any type of patrolling, and/or organizing meetings or other types of outreach for the elderly in the community to educate with regards to the prevention of crime; safeguards, etc.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- In-service training for officers on basic and advanced community policing principles
- Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- Further define and clarify community policing roles and expectations for officers
- Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement
- Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- First-line supervisory skills to support officer problem solving and community engagement activities

- Career development and/or promotional processes that reinforce problem solving and community engagement
- None of the Above

14) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- Agency mission statement, vision, and/or goals that reflect the core values of community policing

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

A plan has been developed as well as a goal in assisting and being there physically for the residents of the county; possibly select a team of volunteers from each municipality; create a web site targeting the higher crime communities. The seniors especially need to have peace of mind knowing there are also other types of safety education preventions and awareness for them other than the local departments.

- Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- Police officer ethical conduct initiative (e.g. procedural justice, values-based policing, etc.)
- Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- Mediation strategies to resolve citizen complaints
- Collection, analysis, and use of crime data and information in support of problem solving goals
- Formal accreditation process
- System to capture and track problem solving and partnership efforts and activities
- An organizational assessment of community policing
- Level and frequency of communication with the community on crime problems and agency activities to enhance transparency
- None of the Above

III. General Community Support and Engagement

15) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement, etc.)
- Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)

- Businesses operating in the community
- Tribal law enforcement agencies (outside your jurisdiction)
- Other Federal, state, or local law enforcement agencies
- Multi-jurisdictional or regional task forces/partnerships
- Local educational institutions (schools/colleges/universities)
- Local government officials
- Individual stakeholders residing, working or with an interest in the community and/or problem
- None of the above

16) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- a) There are a significant number of related initiatives
- b) There are a moderate number of related initiatives
- c) There are a minimal number of related initiatives
- d) There are no related initiatives

17) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

- a) High level of support
- b) Moderate level of support
- c) Minimum level of support

18) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

- a) Potentially decreased burden
- b) No change in burden
- c) Potentially increased burden



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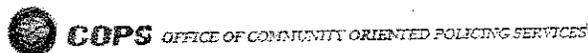
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Agency Legal Name: Gloucester County Sheriff's Department

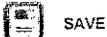
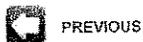
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SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

DOCUMENTS

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FACT SHEET

As people grow older, their chances of being victims of crime increase dramatically. A lifetime of experience coupled with the physical problems associated with aging often makes older Americans fearful. Even though they may be on the lookout constantly for physical attack and burglary, they're not as alert for frauds and con games, and in reality, the greatest crime threat to seniors' well-being and trust. We have developed a program to educate senior citizens in our county in the prevention of crime by doing outreach programs in the community to educate them on preventative measures they can take regarding safety on the street, telephone callers, answering the door at your home, as well as special precautions for elderly females. Our program also goes into addressing scams, identity theft, automobile safety and home security. There are 24 municipalities in Gloucester County that have Senior Citizen Organizations, as well as over 55 communities that have them too. We have been requested frequently to come speak to these organizations over senior citizen crime prevention tactics and education. The crime rate continues to increase in Gloucester County due to drug related issues, economic reasons and unemployment making the senior citizen community even more vulnerable. In an effort to help our older citizens feel safer here in Gloucester County, our outreach program will assist the local municipalities in educating the seniors and assisting them in combatting crime toward the targeted elderly. At the present time, due to economical reasons, we have been short staffed in many of our divisions and unable to hire new officers. If we had these additional funds, we could man and provide these services in our community.

B. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

288288

2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 288288

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. *Please note: All figures must be rounded to the nearest whole dollar.*

CURRENT FISCAL YEAR (2014) \$

8770567

PREVIOUS FISCAL YEAR (2013) \$ 8286069

PREVIOUS FISCAL YEAR (2012) \$ 7585795

2) Enter the total jurisdictional (city, county, state, tribal, university) locally-generated revenues for the current AND previous two fiscal years. Locally-generated revenues may include locally generated property taxes, sales taxes, and other taxes and revenue sources (e.g., transportation taxes, transient lodging taxes, licensing fees, other non-property taxes, and franchise taxes). For example, college/university police departments would include tuition and fees, park police may include entrance and parking fees, etc. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2014) \$ 232397408

PREVIOUS FISCAL YEAR (2013) \$ 223506985

PREVIOUS FISCAL YEAR (2012) \$ 211667091

3) Since January 1, 2013, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

4) Since January 1, 2013, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through furloughs that have lasted or are scheduled to last a minimum of forty hours per affected employee over the course of a fiscal year. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

5) Since January 1, 2013, what percentages of the following authorized positions in your jurisdiction (city, county, state, tribal, university) are currently unfilled due to official policies and/or decisions that limit your jurisdiction's ability to fill vacancies (i.e., hiring freezes). For example, if your agency has ten authorized sworn positions and one is currently frozen, you would enter 10% on the sworn personnel line. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

6) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census

(e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty %

Not Applicable:

7) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program Application Guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2013

Not Applicable:

8) Indicate if your jurisdiction has experienced any of the following events since January 1, 2013 (Check all that apply)

- A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)
- A declaration as an economically or financially distressed area by the state in which the applicant is located.
- Downgrading of the applicant's bond rating by a major rating agency.
- Has filed for or been declared bankrupt by a court of law.
- Has been placed in receivership or its functional equivalent by the state or federal government.
- Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

9) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2013 to present, check this box.

10) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle-class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and non-profit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

If your agency has a designated Promise Zone within its jurisdiction, check the box.

D. Property/Violent Crime

Please select at least one statement below:

- My agency can report crime data for all 3 years (please input in table below:).
- My agency cannot report crime data for 2013.
- My agency cannot report crime data for 2012.
- My agency cannot report crime data for 2011.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2013, 2012, 2011) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2013	2012	2011
Criminal Homicide			
Forcible Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny (except motor vehicle theft)			
Motor Vehicle Theft			



PREVIOUS



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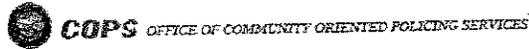
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Agency Legal Name: Gloucester County Sheriff's Department

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SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS grant with a post-grant retention plan requirement, please complete A. If you are applying for a COPS grant without a post-grant retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other non-federal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.cops.usdoj.gov/Default.asp?Item=2367>.

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

- Yes
- No

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- State, local, or other non-federal grant funding

Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.



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SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g., Memorandum of Understanding, etc.)

If the program for which you are applying requires a Memorandum of Understanding (MOU), this document should define the roles and responsibilities of the individuals and partner(s) involved in your proposed project. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The Guide will also specify if optional attachments are permitted for submission.

Current Attachments

File Name

Form COPS_Sh_ApplicationAttachment_2_1-V2.1.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete

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SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

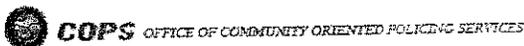
The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS program for which your agency is applying (See <http://www.cops.usdoj.gov/Default.asp?Item=46>). To assist you, sample Budget Detail Worksheets are included in each Application Guide

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (See <http://www.cops.usdoj.gov/Default.asp?Item=46> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800.421.6770.



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SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please Complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific Application Guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information

Year 1 Salary

Enter the first year entry-level base salary for one sworn officer position.

121354 00

Year 2 Salary

Enter the second year entry-level base salary for one sworn officer position.

145537 00

Year 3 Salary

Enter the third year entry-level base salary for one sworn officer position.

149719 00

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Please check this box if base salary includes vacation costs.
 Please check this box if the base salary includes sick leave costs.
 Please check this box if base salary includes vacation costs.
 Please check this box if the base salary includes sick leave costs.
 Please check this box if base salary includes vacation costs.
 Please check this box if the base salary includes sick leave costs.

B. Fringe Benefit costs should be calculated for each year of the grant term.

FRINGE BENEFITS:	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses cannot exceed 6.2% <input type="checkbox"/> Exempt <input type="checkbox"/> 6.2% <input checked="" type="checkbox"/> Fixed Rate	2563.95	6.20	2823.29	6.20	3082.58	6.20
Medicare expenses cannot exceed 1.45% <input type="checkbox"/> Exempt <input type="checkbox"/> 1.45% <input checked="" type="checkbox"/> Fixed Rate	599.63	1.45	660.29	1.45	720.93	1.45
Health Insurance (Family Coverage)	0	0.00	0	0.00	0	0.00
Life Insurance	0	0.00	0	0.00	0	0.00
Vacation Number of Hours Annually: <input type="text" value="0"/>	0	0.00	0	0.00	0	0.00
Sick Leave Number of Hours Annually: <input type="text" value="0"/>	0	0.00	0	0.00	0	0.00
Retirement	0	0.00	0	0.00	0	0.00
Worker's Compensation <input type="checkbox"/> Exempt	0	0.00	0	0.00	0	0.00
Unemployment Insurance <input type="checkbox"/> Exempt	0	0.00	0	0.00	0	0.00
Other Retirement Pension <input type="text" value="Retirement Pension"/>	0	0.00	0	0.00	0	0.00
Other Prescription Drugs <input type="text" value="Prescription Drugs"/>	0	0.00	0	0.00	0	0.00
Other Select One <input type="text" value="Select One"/>	0	0.00	0	0.00	0	0.00
Benefits Sub-Total Per Year (1 Position)	3163.58		3483.58		3803.51	
C. Total Salary + Benefits Per Year (1 Position)	44517.58		49020.58		53522.51	
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	147060.67		X 5	# of Positions	735303.35	

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- Cost of Living Adjustment (COLA)
- Step Raises
- Change in Benefit Costs
- Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2014 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Total Salary and Benefits for year 1, 2, & 3 (all positions):

735303.35

Total Federal Share:

551477.51

Total Federal Percentage:

75

Total local share required:

183825.84

Total Local Percentage:

25

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46>.

Federal Share Year 1 220591.00

Federal Share Year 2 193017.00

Federal Share Year 3 137869.51

Federal Total

551477.51

Local Share Year 1 1997.00

Local Share Year 2 52086.00

Local Share Year 3 129742.84

Local Total

183825.84

735303.35



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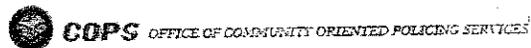
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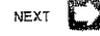
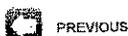
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S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	\$735303.35	
B. Civilian / Non-Sworn Officer Positions	\$0.00	
C. Equipment & Technology	\$0.00	
D. Supplies	\$0.00	
E. Travel & Training	\$0.00	
F. Contracts & Consultants	\$0.00	
G. Other Costs	\$0.00	
H. Indirect Costs	\$0.00	
Total Project Amount:	\$735303.35	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	\$551477.51	75.000000%
Total Local Share Amount(if applicable): (Total Project Amount - Total Federal Share Amount)	\$183825.84	25.000000%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application

review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of **severe fiscal distress** as reflected through the fiscal health data in Section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Carol

Last Name:

Bonser

Title:

Secretarial Asst.

Telephone Number:

856 384-4642

Fax:

856-384-4679

Email Address:

cburke@co.gloucest



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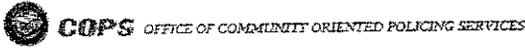
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SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR 31) (governing cost principles); OMB Circular A-133 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the applicable COPS Application Guidelines; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.
7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to

any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief."

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEOP) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA..

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Carmel Morina

Carmel Morina

Date:

06/26/2014

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Damminger

Robert Damminger

Date:

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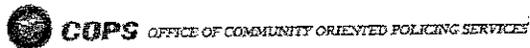
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SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "Nonprocurement Debarment and Suspension," Public Law 111-117 or the most recent applicable appropriations Act, 28 CFR Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. 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 grant.

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; and

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.

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2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), and other requirements, 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 a felony criminal violation under any Federal law, or been convicted 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) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- 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 (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.

3. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees/recipients, as defined at 28 CFR Part 83.660 -

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

- (i) 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;
- (ii) Establishing an on-going drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;
- (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

Grantee Agency Name and Address:

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)

2 S Broad St Woodbury Gloucester NJ 08096

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

5. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

Grantee Agency Name and Address:

Gloucester County Sheriff's Office 2 S. Broad Street Woodbury NJ 08096

Grantee IRS/ Vendor Number:

216000663

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name)

Carmel Morina

Carmel Morina

Date:

06/26/2014

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert

Damminger

Robert Damminger

Date:

06/26/2014



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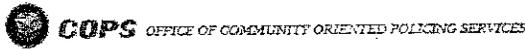
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Agency Legal Name: Gloucester County Sheriff's Department

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SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request

for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial filing
- b. material change

For Material Change Only: If you select "b. material change" above, the following three fields are required.

4. Name and Address of Reporting Entity:

Gloucester County
Sheriff
2 S Broad Street
Woodbury NJ 08096

- a. Prime
- b. Subawardee

Subawardee Tier, if known

Congressional District (number), if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Gloucester County
Sheriff
2 S Broad Street
Woodbury NJ 08096

Congressional District (number), if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

10. b. Individuals Performing Services (including address if different from No.1 0a) (last name, first name, MI):



11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy.

Typed Name:

Carol Bonser

Title:

Secretarial Assistant

Telephone Number:

8583844642

DATE:

06/26/2014

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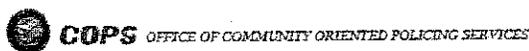
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Agency Legal Name: Gloucester County Sheriff's Department

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SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

- No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.
- Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; the COPS Grant Owner's Manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government; AND
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact

upon which reliance will be placed when the Department of Justice determines to award the covered grant.

e) the applicant understands that as a general rule COPS funding may not be used for the same item or service funded through another funding source.

f) the applicant and any required or identified official partner(s) listed in Section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name)
Carmel Morina

Carmel Morina

Date:

06/26/2014

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Damminger

Robert Damminger

Date:

06/26/2014

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Carol Bonser

Date:

06/26/2014

By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.



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ORI: NJ00800
Agency Legal Name: Gloucester County Sheriff's Department

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APPLICATION REVIEW

Section	Question	Flag	Explanation
7	PREVIOUS FISCAL YEAR (2013) \$		Your agency has reported an exceptionally large change in your locally-generated revenues between years. Please verify that your revenue amounts reported are correct for all three years, and make corrections if necessary. The most common reasons for this message are the accidental inclusion of extra digits when entering a number or a failure to provide a full year estimate for the current year. If the numbers are correct, please provide an explanation in the comment box.

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